



ZURICH

COMMERCIAL INSURANCE

COMMON POLICY DECLARATIONS

Policy Number CPP 4613168-08

Renewal of Number CPP 4613168-07

Named Insured and Mailing Address

RJ SCHINNER CO., INC.
(SEE NAMED INSURED ENDT)
N89 W14700 PATRITA DR
MENOMONEE FALLS WI 53051

Producer and Mailing Address

ALTERNATIVE RISK RESOURCES, LLC
394 WILLIAMSTOWNE STE 101
DELAFIELD WI 53018-2322

Producer Code 92757-000

Policy Period: Coverage begins 01-01-2021 at 12:01 A.M.; Coverage ends 01-01-2022 at 12:01 A.M.

The name insured is ☐ Individual ☐ Partnership ☒ Corporation
☐ Other:

This insurance is provided by one or more of the stock insurance companies which are members of the Zurich-American Insurance Group. The company that provides coverage is designated on each Coverage Part Common Declarations. The company or companies providing this insurance may be referred to in this policy as "The Company", we, us, or our. The address of the companies of the Zurich-American Insurance Group are provided on the next page.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE(S):

PROPERTY PORTFOLIO PROTECTION
issued by ZURICH AMERICAN INSURANCE COMPANY

PREMIUM \$ [REDACTED]

CA SEISMIC SAFETY FEE

\$ [REDACTED]

STATE FIRE MARSHALL REG ASSESS SURCHG

\$ [REDACTED]

FL-DEPT OF REVENUE SURCHARGE

\$ [REDACTED]

MN-FIRE SAFETY SURCHARGE

\$ [REDACTED]

MN-FIREMANS RELIEF ASSOC SURCHG-MINN

\$ [REDACTED]

TX VOLUNTEER FIRE DEPT ASSISTANCE FUND

\$ [REDACTED]

THIS PREMIUM MAY BE SUBJECT TO AUDIT.

TOTAL \$ [REDACTED]

This premium does not include Taxes and Surcharges.

SEE INSTALLMENT SCHEDULE

Taxes and Surcharges

TOTAL \$ [REDACTED]

SEE INSTALLMENT SCHEDULE

The Form(s) and Endorsement(s) made a part of this policy at the time of issue are listed on the **SCHEDULE of FORMS and ENDORSEMENTS.**

Countersigned this _____ day of _____

Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART FORM(S), FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF. COMPLETE THE ABOVE NUMBERED POLICY.

EXHIBIT

U-GU-D-310-A (01/93)
Page 1 of 1



Revised Definition of Spouse Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policyholder	RJ SCHINNER CO., INC.
Policy No.	CPP 4613168-08
Effective Date:	01/01/2021

It is hereby understood and agreed that the following changes are made and incorporated into the Policy/Certificate:

PURPOSE: California law provides that registered domestic partners have the same rights, protections, and benefits, and are subject to the same responsibilities, obligations, and duties under law, whether they derive from statutes, administrative regulations, court rules, government policies, common law, or any other provisions or sources of law, as are granted to and imposed upon spouses. Existing law requires, where necessary to implement the rights of registered domestic partners, gender-specific terms referring to spouses to be construed to include domestic partners.

DEFINITIONS, TERMS, CONDITIONS AND PROVISIONS:

The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

Spouse includes a Registered Domestic Partner.

Except for the above, this endorsement does not vary, alter, waive, or extend any of the terms of the **Policy/Certificate** to which it is attached.

Endorsement No. [0]

Insurance Company ZURICH AMERICAN INSURANCE COMPANY

Date: _____

Countersigned by

Insured Name: RJ SCHINNER CO., INC.
Policy Number: CPP 4613168-08
Effective Date: 01/01/2021



THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION

RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:

Property Portfolio Protection

\$ [REDACTED]

*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and

4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.



CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number
R J SCHINNER CO., INC.	CPP 4613168-08	01/01/2021	

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.



Disclosure Statement

It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER
WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

Disclosure Statement



NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company
and its underwriting subsidiaries.

Policy Number
CPP 4613168-08

SCHEDULE OF FORMS AND ENDORSEMENTS

Zurich American Insurance Company

Named Insured RJ SCHINNER CO., INC.

Effective Date: 01-01-21
12:01 A.M., Standard Time

Agent Name ALTERNATIVE RISK RESOURCES, LLC

Agent No. 92757-000

COMMON POLICY FORMS AND ENDORSEMENTS

U-GU-1223-B CA	09-16	REVISED DEFINITION OF SPOUSE ENDORSEMENT
U-GU-630-E CW	01-20	DISCLOSURE OF INFO RELATING TO TRIA
U-GU-767-B CW	01-15	CAP ON LOSS FROM CERTIFIED ACTS OF TERR
U-GU-D-310-A	01-93	COMMON POLICY DECLARATIONS
U-GU-619-A CW	10-02	SCHEDULE OF FORMS AND ENDORSEMENTS
U-GU-319-F	01-09	IMPORTANT NOTICE - IN WITNESS CLAUSE
U-GU-621-A CW	10-02	SCHEDULE OF NAMED INSURED(S)
U-GU-406-B	07-15	INSTALLMENT PREMIUM SCHEDULE
U-GU-618-A CW	10-02	SCHEDULE OF LOCATIONS
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 02 83	11-18	WISCONSIN CHANGES-CANC & NONRENL
U-GU-298-B CW	04-94	CANCELLATION BY US
IL 00 03	09-08	CALCULATION OF PREMIUM
IL 01 12	11-18	FL CHGS-MEDIATION/APPRL (CMML RES PROP)
U-GU-1191-A CW	03-15	SANCTIONS EXCLUSION ENDORSEMENT

PROPERTY PORTFOLIO PROTECTION FORMS AND ENDORSEMENTS

PPP-0001	06-06	COMMERCIAL PROP CVG PART DECLARATIONS
PPP-0101	04-19	COMMERCIAL PROP CVG PART GEN PROVISIONS
PPP-0102	08-16	COMMERCIAL PROPERTY CONDITIONS
PPP-0103	08-16	COMMERCIAL PROPERTY DEFINITIONS
PPP-0110	08-16	REAL AND PERSONAL PROPERTY COVERAGE FORM
PPP-0111	03-14	ADDITIONAL COVERAGES FORM
PPP-0112	08-16	ACCOUNTS RECEIVABLE CVG (REVENUE LOSS)
PPP-0114	08-16	FINE ARTS COVERAGE FORM
PPP-0115	03-14	INSTALLATION & SERVICE PROPERTY CVG FORM
PPP-0116	08-16	ORIGINAL INFORMATION PROPERTY CVG FORM
PPP-0117	03-14	TRANSIT COVERAGE FORM
PPP-0130	08-16	BUS INC COVG FORM (EXCL EXTRA EXPENSE)
PPP-0132	08-16	EXTRA EXPENSE COVERAGE FORM
PPP-0217	04-19	NAMED STORM -- DD & TE DEDUCTIBLE
PPP-0302	03-14	DEP PREM BI CVG -- UNSCHEDULED LOCS
PPP-0304	08-16	EARTH MOVEMENT COVERAGE
PPP-0308	06-06	ENABLING ENDORSEMENT
PPP-0310	08-16	FLOOD COVERAGE
PPP-0321	04-19	OFF-PREM SERVICE INTERRUPTION--TE
PPP-0338	05-10	UNINTENTIONAL ERRORS OR OMISSIONS COVRG.
PPP-0502	03-14	LOSS PAYABLE PROVISIONS
PPP-1091 B	02-20	FLORIDA CHANGES
CP 01 13	10-12	WISCONSIN CHANGES

U-GU-619-A CW (10/02)



ZURICH[®]

Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

President

Corporate Secretary

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

Policy Number
CPP 4613168-08

SCHEDULE OF NAMED INSURED(S)

ZURICH AMERICAN INSURANCE COMPANY

Named Insured RJ SCHINNER CO., INC.

Effective Date: 01-01-21
12:01 A.M., Standard Time

Agent Name ALTERNATIVE RISK RESOURCES, LLC

Agent No. 92757-000

NAMED INSURED

RJ SCHINNER CO., INC.
SCHINNER FAMILY PROPERTY LLC
SCHINNER BROTHERS PROPERTY LLC



INSTALLMENT PREMIUM SCHEDULE

The total premium shown in the Declarations of this policy is made payable in installments, on the dates and in the amounts shown below.

NAMED INSURED	POLICY NUMBER	ENDORSEMENT NUMBER
RJ SCHINNER CO., INC.	CPP 4613168-08	

PAYMENT DUE -----	STANDARD PREMIUM -----	TAXES PREPAID -----	TOTAL PREMIUM -----
01/01/21	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TOTAL	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

Failure to pay the installment Premium by the Due Date shown shall constitute non-payment of premium for which we may cancel this policy.

U-GU-406-B (07/15)

Policy Number
CPP 4613168-08

SCHEDULE OF LOCATIONS

Zurich American Insurance Company

Named Insured RJ SCHINNER CO., INC.

Effective Date: 01-01-21
12:01 A.M., Standard Time

Agent Name ALTERNATIVE RISK RESOURCES, LLC

Agent No. 92757-000

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, Zip Code)	Occupancy
001	001	N89 W147 PATRITA DRIVE MENOMONEE FALLS, WI 53051	
002	001	486 HALE AVENUE OAKDALE, MN 55128	
003	001	4001 GANZ RD GROVE CITY, OH 43123	
004	001	4127 ENGLISH OAK DRIVE LANSING, MI 48911	
005	001	4581 W. MAPLE STREET SPRINGFIELD, MO 65802	
006	001	3001 ALOUETTE DRIVE GRAND PRAIRIE, TX 75052	
007	001	654 SPACE PARK SOUTH DRIVE NASHVILLE, TN 37211	
008	001	5800 PLUMMER ROAD ATLANTA, GA 30336	
009	001	16507 CENTRAL GREEN BLVD HOUSTON, TX 77032	
010	001	4429 MADISON INDUSTRIAL LANE TAMPA, FL 33619	
011	001	4747 MCCONNELL CENTER DR B GREENSBORO, NC 27405	
012	001	25000 S SCHULTE ROAD TRACY, CA 95377	

U-GU-618-A CW (10/02)

Policy Number
CPP 4613168-08

SCHEDULE OF LOCATIONS

Zurich American Insurance Company

Named Insured RJ SCHINNER CO., INC.

Effective Date: 01-01-21
12:01 A.M., Standard Time

Agent Name ALTERNATIVE RISK RESOURCES, LLC

Agent No. 92757-000

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, Zip Code)	Occupancy
013	001	1711 SOUTH 4650 WEST, UNIT A SALT LAKE CITY, UT 84104	
014	001	2120 SPILLMAN DRIVE SUITE 101 BETHLEHEM, PA 18015	
015	001	11693 MISSOURI BOTTOM RD STE 100 HAZELWOOD, MO 63042	
016	001	496 E 62ND AVE DENVER, CO 80216	
017	001	8701 W JEFFERSON ST SUITE 100 PHOENIX, AZ 85034	
018	001	36 EXECUTIVE DR STE B HUDSON, NH 03051	
019	001	WILLOW CREEK WAY GERMANTOWN, WI 53022	

U-GU-618-A CW (10/02)

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph 7. below, we may cancel this policy only for one or more of the following reasons:

- a. The policy was obtained by material misrepresentation;
- b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;
- c. There have been substantial breaches of contractual duties, conditions or warranties; or

d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

B. The following is added to the **Cancellation Common Policy Condition:**

7. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

- C. The following applies to the:
- Capital Assets Program (Output Policy) Coverage Part
 - Commercial Inland Marine Coverage Part
 - Commercial Property Coverage Part
 - Crime And Fidelity Coverage Part
 - Equipment Breakdown Coverage Part
 - Farm Coverage Part

1. We may rescind this policy because of the following:

- a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;
- b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;
- c. Failure of a condition before a loss if such failure exists at the time of loss; or
- d. Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this policy:

- a. For the reasons in Paragraphs C.1.a. and C.1.b. unless:

- (1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
- (2) The facts misrepresented or falsely warranted contribute to the loss.

- b. For the reasons in Paragraphs C.1.c. and C.1.d. unless such failure or breach:

- (1) Increases the risk at the time of loss; or
- (2) Contributes to the loss.

3. If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

D. The following are added and supersede any other provisions to the contrary:

1. Nonrenewal

- a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

- (1) You have insured elsewhere;
- (2) You have accepted replacement coverage;
- (3) You have requested or agreed to nonrenewal of this policy;
- (4) This policy is renewed in an affiliate in compliance with WIS. STAT. § 631.39; or
- (5) This policy is expressly designated as nonrenewable.

b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

- (1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and
- (2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. Anniversary Alteration

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

3. Renewal With Altered Terms

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

- a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
- b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

E. Special Provision – Cancellation And Nonrenewal

With respect to insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

COMMERCIAL INSURANCE**CANCELLATION BY US**

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided by the following:

BOILER AND MACHINERY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE FORM
FARM COVERAGE FORM
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Number of Days' Notice: 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – MEDIATION OR APPRAISAL (COMMERCIAL RESIDENTIAL PROPERTY)

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM (COMMERCIAL PROPERTY COVERAGE PART)
BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
STANDARD PROPERTY POLICY

With respect to a loss to commercial residential property, the following replaces the **Appraisal Condition**:

Mediation Or Appraisal

A. If we and either the first Named Insured or a third party who is an assignee of benefits under the policy are engaged in a dispute regarding a claim, either the first Named Insured, the third-party assignee or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. However, we are not required to participate in any mediation requested by a third-party assignee. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that the first Named Insured requests. If the dispute is mediated, the settlement in the course of mediation is binding only if both parties agree, in writing, on a settlement, and the first Named Insured has not rescinded the settlement within three business days after reaching settlement. The first Named Insured may not rescind the settlement after cashing or depositing the settlement check or draft we provided to the first Named Insured.

We will pay the cost of conducting the mediation conference. However, if:

1. The first Named Insured fails to appear at the mediation conference and the first Named Insured wishes to schedule a new conference after failing to appear, then the new conference will be scheduled only upon payment by the first Named Insured of a sum equal to the fees we paid for the mediation conference at which the first Named Insured failed to appear. This sum will then be applied to the cost of the rescheduled mediation conference, and we will pay the balance, if any, of the cost of conducting the rescheduled mediation conference; or
 2. We fail to appear at a mediation conference without good cause, we will pay the actual cash expenses the first Named Insured incurs in attending the mediation conference and also pay the total cost of the rescheduled mediation conference.
- B. If we and you disagree on the value of the property or the amount of loss, either may request an appraisal of the loss, in writing. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
1. Pay its chosen appraiser; and

2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

However, only with respect to disagreements between us and the first Named Insured, the first Named Insured is not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss, if we:

1. Requested mediation and either we or the first Named Insured rejected the mediation result; or
2. Failed to notify the first Named Insured of the first Named Insured's right to participate in the mediation program.

SANCTIONS EXCLUSION ENDORSEMENT



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

NOTICE OF RIGHT TO FILE A COMPLAINT

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE?—If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

ZURICH AMERICAN INSURANCE COMPANY

**Customer Inquiry Center
1299 Zurich Way
Schaumburg, IL 60196-1056
Phone: 800-382-2150
Fax: 847-413-5187**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873

Or you can call 1-800-236-8517 outside of Madison or 608-266-0103 in Madison, and request a complaint form.



Important Notice to Florida Policyholders

In the event you need to contact someone about this policy, for any reason, please contact your agent. If you have additional questions, you may contact the Zurich U.S. office at the following address and telephone number:

Customer Inquiry Center
Zurich North America
1299 Zurich Way
Schaumburg, IL 60196
800-382-2150

If you have been unable to contact or obtain satisfaction from your agent or company, you may contact the Florida Office of Insurance Regulation at:

Office of Insurance Regulation
200 East Gaines Street
Tallahassee, Florida 32399
850-413-3140

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.



ZURICH®

Colorado Civil Union Act Policyholder Notice

On January 1, 2014, the Civil Union Act ("the Act") becomes effective. Under the Act, two persons of the same sex may enter into a civil union. A party to a civil union is entitled to the same legal obligations, responsibilities, protections, and benefits as are afforded or recognized by the law of Colorado to a spouse; whether they derive from statute, administrative rule, common law, or any other source of civil or criminal law.

The Act further provides that a party to a civil union shall be included in any definition or use of the term "dependent", "family", "heir", "immediate family", "next of kin", "spouse", and other terms that denote a familial or spousal relationship.

A marriage between persons of the same sex, a civil union, domestic partnerships or a substantially similar legal relationship, legally entered into in another jurisdiction, shall be legally recognized in Colorado as a civil union.



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES #	PREMISES ADDRESS
1	N89 W147 PATRITA DRIVE MENOMONEE FALLS, WI 53051

COVERAGE	LIMIT OF INSURANCE
REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 10,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME AND EXTRA EXPENSE	\$ 100,000

DEDUCTIBLE	AMOUNT
EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000

MORTGAGE HOLDER:

ASSOCIATE BANK NA
401 E KILBOURN AVENUE
MILWAUKEE, WI 53202



Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

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RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES # 1

PREMISES ADDRESS
N89 W147 PATRITA DRIVE
MENOMONEE FALLS, WI 53051

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES #	PREMISES ADDRESS
2	486 HALE AVENUE OAKDALE, MN 55128

COVERAGE	LIMIT OF INSURANCE
REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 10,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME AND EXTRA EXPENSE	\$ 100,000

DEDUCTIBLE	AMOUNT
EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000

MORTGAGE HOLDER:

THRIVENT FINANCIAL FOR LUTHERANS C/O COLLATERAL DEPT
524 LORNA SQUARE
BIRMINGHAM, AL 35215



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

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RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES # 2

PREMISES ADDRESS
486 HALE AVENUE
OAKDALE, MN 55128

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES # 3

PREMISES ADDRESS
4001 GANZ RD
GROVE CITY, OH 43123

COVERAGE

LIMIT OF INSURANCE

REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 10,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME AND EXTRA EXPENSE	\$ 100,000

DEDUCTIBLE

AMOUNT

EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES #	PREMISES ADDRESS
4	4127 ENGLISH OAK DRIVE LANSING, MI 48911

COVERAGE	LIMIT OF INSURANCE
REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 10,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME AND EXTRA EXPENSE	\$ 100,000

DEDUCTIBLE	AMOUNT
EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES # 5

PREMISES ADDRESS
4581 W. MAPLE STREET
SPRINGFIELD, MO 65802

COVERAGE

LIMIT OF INSURANCE

REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 10,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME AND EXTRA EXPENSE	\$ 100,000

DEDUCTIBLE

AMOUNT

EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES # 6

PREMISES ADDRESS
3001 ALOUETTE DRIVE
GRAND PRAIRIE, TX 75052

COVERAGE

LIMIT OF INSURANCE

REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 10,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME AND EXTRA EXPENSE	\$ 100,000

DEDUCTIBLE

AMOUNT

EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES #	PREMISES ADDRESS
7	654 SPACE PARK SOUTH DRIVE NASHVILLE, TN 37211

COVERAGE	LIMIT OF INSURANCE
REAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 10,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME AND EXTRA EXPENSE	\$ 100,000

DEDUCTIBLE	AMOUNT
EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 1,000,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES #	PREMISES ADDRESS
8	5800 PLUMMER ROAD ATLANTA, GA 30336

COVERAGE	LIMIT OF INSURANCE
REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 10,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME AND EXTRA EXPENSE	\$ 100,000

DEDUCTIBLE	AMOUNT
EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES # 9

PREMISES ADDRESS
16507 CENTRAL GREEN BLVD
HOUSTON, TX 77032

COVERAGE

LIMIT OF INSURANCE

REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 10,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME AND EXTRA EXPENSE	\$ 100,000

DEDUCTIBLE

AMOUNT

EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000
NAMED STORM--DIRECT DAMAGE AND TIME ELEMENT	\$ 89,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES #	PREMISES ADDRESS
10	4429 MADISON INDUSTRIAL LANE TAMPA, FL 33619

COVERAGE	LIMIT OF INSURANCE
REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 10,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME AND EXTRA EXPENSE	\$ 100,000

DEDUCTIBLE	AMOUNT
EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000
NAMED STORM--DIRECT DAMAGE AND TIME ELEMENT	\$ 117,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES #	11	PREMISES ADDRESS
		4747 MCCONNELL CENTER DR B
		GREENSBORO, NC 27405

COVERAGE	LIMIT OF INSURANCE
REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 10,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME AND EXTRA EXPENSE	\$ 100,000

DEDUCTIBLE	AMOUNT
EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES #	PREMISES ADDRESS
12	25000 S SCHULTE ROAD TRACY, CA 95377

COVERAGE	LIMIT OF INSURANCE
REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
FLOOD (SCHEDULE I)	\$ 10,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME AND EXTRA EXPENSE	\$ 100,000

DEDUCTIBLE	AMOUNT
FLOOD	\$ 100,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES # 13

PREMISES ADDRESS
1711 SOUTH 4650 WEST, UNIT A
SALT LAKE CITY, UT 84104

COVERAGE

LIMIT OF INSURANCE

REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 10,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME AND EXTRA EXPENSE	\$ 100,000

DEDUCTIBLE

AMOUNT

EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES # 14

PREMISES ADDRESS
2120 SPILLMAN DRIVE SUITE 101
BETHLEHEM, PA 18015

COVERAGE	LIMIT OF INSURANCE
REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 10,000,000
OFF-PREMISES SERVICE INTERRUPTION-- BUSINESS INCOME AND EXTRA EXPENSE	\$ 100,000

DEDUCTIBLE	AMOUNT
EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES #	PREMISES ADDRESS
15	11693 MISSOURI BOTTOM RD STE 100 HAZELWOOD, MO 63042

COVERAGE	LIMIT OF INSURANCE
REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 10,000,000
OUTDOOR TREES, SHRUBS, PLANTS, OR LAWNS	\$ 250,000
PER TREE, SHRUB, PLANT, OR LAWN	\$ 5,000
ACCOUNTS RECEIVABLE (REVENUE LOSS)	\$ 250,000
FINE ARTS	\$ 25,000

DEDUCTIBLE	AMOUNT
EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES #	16	PREMISES ADDRESS
		496 E 62ND AVE
		DENVER, CO 80216

COVERAGE	LIMIT OF INSURANCE
REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 10,000,000
OUTDOOR TREES, SHRUBS, PLANTS, OR LAWNS	\$ 250,000
PER TREE, SHRUB, PLANT, OR LAWN	\$ 5,000
ACCOUNTS RECEIVABLE (REVENUE LOSS)	\$ 250,000
FINE ARTS	\$ 25,000

DEDUCTIBLE	AMOUNT
EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS

POLICY NUMBER: CPP 4613168-08

SUMMARY OF PREMISES

PREMISES #	PREMISES ADDRESS
17	8701 W JEFFERSON ST SUITE 100 PHOENIX, AZ 85034

COVERAGE	LIMIT OF INSURANCE
REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 3,000,000
OUTDOOR TREES, SHRUBS, PLANTS, OR LAWNS	\$ 250,000
PER TREE, SHRUB, PLANT, OR LAWN	\$ 5,000
ACCOUNTS RECEIVABLE (REVENUE LOSS)	\$ 250,000
FINE ARTS	\$ 25,000

DEDUCTIBLE	AMOUNT
EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



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SUMMARY OF PREMISES

PREMISES # 18

PREMISES ADDRESS
36 EXECUTIVE DR STE B
HUDSON, NH 03051

COVERAGE	LIMIT OF INSURANCE
REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 2,500,000

DEDUCTIBLE	AMOUNT
EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



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SUMMARY OF PREMISES

PREMISES #	PREMISES ADDRESS
19	WILLOW CREEK WAY GERMANTOWN, WI 53022

COVERAGE	LIMIT OF INSURANCE
REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	INCLUDED IN BLANKET LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE	INCLUDED IN BLANKET LIMIT OF INSURANCE
EARTH MOVEMENT (SCHEDULE A)	\$ 10,000,000
FLOOD (SCHEDULE I)	\$ 1,500,000

DEDUCTIBLE	AMOUNT
EARTH MOVEMENT	\$ 50,000
FLOOD	\$ 100,000

LOSS PAYEE: (LOSS PAYABLE)

PER SCHEDULE ON FILE WITH THE COMPANY



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BLANKET LIMITS OF INSURANCE

REAL PROPERTY AND PERSONAL PROPERTY BLANKET LIMIT OF INSURANCE \$ 86,436,272

The above Limit of Insurance is the most we will pay for direct physical loss or damage in any one occurrence for all **"real property"** and **"personal property"** at **"premises"** for which the Limit of Insurance is shown as Included in Blanket Limit of Insurance. If **"real property"** or **"personal property"** coverage does not apply at any specific **"premises"**, the Limit of Insurance will show as Not Covered for those **"premises"**. If a more specific Limit of Insurance is shown for **"real property"** or **"personal property"** at a **"premises"**, that Limit of Insurance replaces, and is not in addition to, the Blanket Limit of Insurance.

BUSINESS INCOME AND EXTRA EXPENSE BLANKET LIMIT OF INSURANCE \$ 15,547,000

The above Limit of Insurance is the most we will pay for in any one occurrence for all loss of **"business income"** and **"extra expense"** at **"premises"** for which the Limit of Insurance is shown as Included in Blanket Limit of Insurance. If **"business income"** or **"extra expense"** coverage does not apply at any specific **"premises"**, the Limit of Insurance will show as Not Covered for those **"premises"**. If a more specific Limit of Insurance is shown for **"business income"** or **"extra expense"** at a **"premises"**, that Limit of Insurance replaces, and is not in addition to, the Blanket Limit of Insurance.



ZURICH

Commercial Property Coverage Part Declarations

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.

POLICY PERIOD:
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
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ADDITIONAL COVERAGES -- LIMITS OF INSURANCE

Limits of Insurance applicable at a "premises" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "premises". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "premises". If any Additional Coverages do not apply at any specific "premises", the Limit of Insurance will show as Not Covered for those "premises".

COVERAGE	LIMIT OF INSURANCE
CIVIL AUTHORITY	
BUSINESS INCOME	30 DAYS
EXTRA EXPENSE	30 DAYS
CONSEQUENTIAL LOSS--NET LEASEHOLD INTEREST	\$ 25,000 PER PREMISES
CONSEQUENTIAL LOSS--TENANT'S IMPROVEMENTS AND BETTERMENTS	\$ 250,000 PER PREMISES
CONSEQUENTIAL LOSS--UNDAMAGED STOCK	\$ 250,000 PER PREMISES
CONTAMINATION BY A REFRIGERANT	\$ 25,000 PER PREMISES
CONTRACTUAL PENALTIES--BUSINESS INCOME	\$ 25,000 PER OCCURRENCE
DEBRIS REMOVAL--COVERED PROPERTY	COVERED
DEBRIS REMOVAL--SUPPLEMENTAL LIMIT	\$ 1,500,000 PER OCCURRENCE
DEBRIS REMOVAL--UNCOVERED PROPERTY	\$ 50,000 PER OCCURRENCE
DEFERRED PAYMENTS	\$ 25,000 PER OCCURRENCE



Commercial Property Coverage Part Declarations

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ADDITIONAL COVERAGES -- LIMITS OF INSURANCE

Limits of Insurance applicable at a "**premises**" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "**premises**". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "**premises**". If any Additional Coverages do not apply at any specific "**premises**", the Limit of Insurance will show as Not Covered for those "**premises**".

COVERAGE	LIMIT OF INSURANCE
DEPENDENT BUSINESS INCOME-- UNSCHEDULED LOCATIONS	\$ 250,000 PER OCCURRENCE
ELECTRONIC VANDALISM	
DIRECT DAMAGE	\$ 25,000 ANNUAL AGGREGATE
BUSINESS INCOME	\$ 25,000 ANNUAL AGGREGATE
EXPEDITING EXPENSE	\$ 25,000 PER PREMISES
EXPENSE TO REDUCE LOSS--BUSINESS INCOME	COVERED
EXTENDED PERIOD OF INDEMNITY--BUSINESS INCOME	60 DAYS
EXTRA EXPENSE	\$ 25,000 PER PREMISES
FAIRS OR EXHIBITIONS	
PERSONAL PROPERTY	\$ 250,000 PER OCCURRENCE
BUSINESS INCOME	\$ 10,000 PER OCCURRENCE
FIRE DEPARTMENT SERVICE CHARGE	\$ 250,000 PER PREMISES
FIRE PROTECTIVE EQUIPMENT REFILLS	COVERED

**ZURICH****Commercial Property Coverage Part Declarations**

ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED:
RJ SCHINNER CO., INC.**POLICY PERIOD:**
From: 1/1/2021 To: 1/1/2022
12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS**POLICY NUMBER:** CPP 4613168-08

ADDITIONAL COVERAGES -- LIMITS OF INSURANCE

Limits of Insurance applicable at a "premises" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "premises". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "premises". If any Additional Coverages do not apply at any specific "premises", the Limit of Insurance will show as Not Covered for those "premises".

COVERAGE	LIMIT OF INSURANCE
INFLATION GUARD	
REAL PROPERTY	4 % ANNUAL
PERSONAL PROPERTY	4 % ANNUAL
INGRESS/EGRESS	
BUSINESS INCOME	30 DAYS
EXTRA EXPENSE	30 DAYS
LOCK AND KEY REPLACEMENT	\$ 25,000 PER PREMISES
MICROORGANISMS	\$ 250,000 ANNUAL AGGREGATE
MICROORGANISMS--BUSINESS INCOME	\$ 25,000 ANNUAL AGGREGATE
NEWLY ACQUIRED PREMISES	
REAL PROPERTY	\$ 1,000,000 FOR 180 DAYS
PERSONAL PROPERTY	\$ 1,000,000 FOR 180 DAYS
BUSINESS INCOME	\$ 250,000 FOR 180 DAYS
EXTRA EXPENSE	\$ 25,000 FOR 180 DAYS
THE ABOVE LIMITS APPLY SEPARATELY TO EACH NEWLY ACQUIRED PREMISES.	
NEWLY ACQUIRED PROPERTY	
REAL PROPERTY	\$ 1,000,000 PER PREMISES FOR 180 DAYS
PERSONAL PROPERTY	\$ 1,000,000 PER PREMISES FOR 180 DAYS



Commercial Property Coverage Part Declarations

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ADDITIONAL COVERAGES -- LIMITS OF INSURANCE

Limits of Insurance applicable at a "**premises**" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "**premises**". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "**premises**". If any Additional Coverages do not apply at any specific "**premises**", the Limit of Insurance will show as Not Covered for those "**premises**".

COVERAGE	LIMIT OF INSURANCE
OFF-PREMISES SERVICE INTERRUPTION-- DIRECT DAMAGE	\$ 100,000 PER PREMISES
OUTDOOR TREES, SHRUBS, PLANTS, OR LAWNS	\$ 100,000 PER PREMISES \$ 5,000 PER TREE, SHRUB, PLANT, OR LAWN
POLLUTANT CLEAN UP AND REMOVAL-- LAND AND WATER	\$ 25,000 ANNUAL AGGREGATE PER PREMISES
PRESERVATION OF PROPERTY	180 DAYS
PROFESSIONAL FEES	\$ 50,000 PER OCCURRENCE
REPORTED UNSCHEDULED PREMISES	
REAL PROPERTY	NOT COVERED
PERSONAL PROPERTY	NOT COVERED
BUSINESS INCOME	NOT COVERED
EXTRA EXPENSE	NOT COVERED
REWARD PAYMENTS	\$ 25,000 PER OCCURRENCE
SALESPERSONS SAMPLES	\$ 25,000 PER OCCURRENCE
SPOILAGE--EQUIPMENT BREAKDOWN	\$ 100,000 PER PREMISES



Commercial Property Coverage Part Declarations

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ADDITIONAL COVERAGES -- LIMITS OF INSURANCE

Limits of Insurance applicable at a "**premises**" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "**premises**". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "**premises**". If any Additional Coverages do not apply at any specific "**premises**", the Limit of Insurance will show as Not Covered for those "**premises**".

COVERAGE	LIMIT OF INSURANCE	
THEFT DAMAGE TO BUILDINGS	COVERED	
UNINTENTIONAL ERRORS AND OMISSIONS COVERAGE	\$	250,000 PER OCCURRENCE
UNREPORTED PREMISES		
REAL PROPERTY	\$	250,000 PER UNREPORTED PREMISES
PERSONAL PROPERTY	\$	250,000 PER UNREPORTED PREMISES
BUSINESS INCOME	\$	10,000 PER UNREPORTED PREMISES
EXTRA EXPENSE	\$	10,000 PER UNREPORTED PREMISES



Commercial Property Coverage Part Declarations

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MARINE COVERAGE -- LIMITS OF INSURANCE

Limits of Insurance applicable at a "premises" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "premises". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "premises". If any Marine Coverages do not apply at any specific "premises", the Limit of Insurance will show as Not Covered for those "premises".

COVERAGE	LIMIT OF INSURANCE	
ACCOUNTS RECEIVABLE (REVENUE LOSS)	\$	100,000 PER PREMISES
ACCOUNTS RECEIVABLE (REVENUE LOSS) – AWAY FROM PREMISES	\$	100,000 PER OCCURRENCE
FINE ARTS	\$	100,000 PER PREMISES
FINE ARTS – AWAY FROM PREMISES	\$	100,000 PER OCCURRENCE
INSTALLATION AND SERVICE PROPERTY STOCK TO BE INSTALLED	\$	250,000 PER OCCURRENCE - INSTALLATION PREMISES
	\$	250,000 PER OCCURRENCE - TEMPORARY STORAGE LOCATION
	\$	50,000 PER OCCURRENCE - TRANSIT
TOOLS AND EQUIPMENT		
SCHEDULED EQUIPMENT		NOT COVERED
UNSCHEDULED TOOLS & EQUIPMENT	\$	1,000 PER ANY ONE ITEM
	\$	10,000 PER OCCURRENCE
Unscheduled tools and equipment coverage is intended for items valued at or less than the limit per any one item shown above. An item valued at more than this limit must be specifically scheduled or no coverage applies to that item.		
ORIGINAL INFORMATION PROPERTY	\$	250,000 PER PREMISES
ORIGINAL INFORMATION PROPERTY – AWAY FROM PREMISES	\$	250,000 PER OCCURRENCE
TRANSIT		
PERSONAL PROPERTY	\$	250,000 PER OCCURRENCE
BUSINESS INCOME	\$	10,000 PER OCCURRENCE



Commercial Property Coverage Part Declarations

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DEDUCTIBLES

GENERAL DEDUCTIBLES

PROPERTY DEDUCTIBLE: \$ 5,000 PER OCCURRENCE

The above deductible applies to all loss, damage, cost, or expense covered by this Commercial Property Coverage Part, unless a specific coverage deductible is shown elsewhere on this Declarations or an endorsement.

BUSINESS INCOME AND EXTRA EXPENSE WAITING PERIOD: 24 HOURS

The above waiting period applies to all loss or expense covered by Business Income and Extra Expense coverages contained in this Commercial Property Coverage Part, unless a specific coverage deductible is shown elsewhere on this Declarations or an endorsement.

**OFF-PREMISES SERVICE INTERRUPTION--
TIME ELEMENT WAITING PERIOD:** 24 HOURS

The above waiting period applies to all loss or expense covered by Off-Premises Service Interruption—Time Element coverage contained in this Commercial Property Coverage Part.

TRANSIT DEDUCTIBLE: \$ 10,000 PER OCCURRENCE

The above deductible applies to all loss or damage covered by Transit coverage contained in this Commercial Property Coverage Part, unless a specific coverage deductible is shown elsewhere on this Declarations or an endorsement.



Commercial Property Coverage Part Declarations

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DEDUCTIBLES

CATASTROPHE PERIL DEDUCTIBLES:

EARTH MOVEMENT DEDUCTIBLES

Loss or damage to Covered Property caused by **"earth movement"** is subject to separate deductible amounts. The deductibles applicable to **"earth movement"** are stated in the

Summary of Premises section of this Declarations for that specific **"premises"**. If the Earth Movement coverage applies to loss or damage at **"reported unscheduled premises"**, the deductible amounts for **"reported unscheduled premises"** are stated on the Catastrophe Coverage – Limits of Insurance and Deductibles section of this Declarations.

The Earth Movement Deductibles only apply to loss or damage that, but for the application of the Deductibles, would be paid by us under this Commercial Property Coverage Part.

FLOOD DEDUCTIBLES

Loss or damage to Covered Property caused by **"flood"** is subject to separate deductible amounts. The deductibles applicable to **"flood"** are stated in the Summary of Premises section of this Declarations for that specific **"premises"**. If the Flood coverage applies to loss or damage at **"reported unscheduled premises"**, the deductible amounts for **"reported unscheduled premises"** are stated on the Catastrophe Coverage – Limits of Insurance and Deductibles section of this Declarations.

The Flood Deductibles only apply to loss or damage that, but for the application of the Deductibles, would be paid by us under this Commercial Property Coverage Part.



Commercial Property Coverage Part Declarations

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DEDUCTIBLES

NAMED STORM DEDUCTIBLES

Loss or damage to Covered Property caused by a **"named storm"** is subject to separate deductible amounts. The deductibles applicable to **"named storm"** are stated in the Summary of Premises section of this Declarations for that specific **"premises"**. If the Named Storm Deductibles apply to loss or damage at **"reported unscheduled premises"**, the deductible amounts for **"reported unscheduled premises"** are stated on the Catastrophe Coverage – Limits of Insurance and Deductibles section of this Declarations.

The Named Storm Deductibles only apply to loss or damage that, but for the application of the Deductibles, would be paid by us under this Commercial Property Coverage Part.



Commercial Property Coverage Part Declarations

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CATASTROPHE COVERAGE -- LIMITS OF INSURANCE AND DEDUCTIBLES

Catastrophe Coverages shown below apply only at those "**premises**" that show an applicable Limit of Insurance for that Catastrophe Coverage in the Summary of Premises section of this Declarations. If coverage applies at "**reported unscheduled premises**", those Limits of Insurance and Deductibles are shown below.

CATASTROPHE COVERAGE

LIMITS OF INSURANCE AND DEDUCTIBLES

EARTH MOVEMENT (SCHEDULE A)

PREMISES	SEE SUMMARY OF PREMISES SECTION
OCCURRENCE	\$ 10,000,000
ANNUAL AGGREGATE	\$ 10,000,000
DEDUCTIBLE	SEE SUMMARY OF PREMISES SECTION

FLOOD (SCHEDULE I)

PREMISES	SEE SUMMARY OF PREMISES SECTION
OCCURRENCE	\$ 10,000,000
ANNUAL AGGREGATE	\$ 10,000,000
DEDUCTIBLE	SEE SUMMARY OF PREMISES SECTION

NAMED STORM--DIRECT DAMAGE AND TIME ELEMENT DEDUCTIBLE

SEE SUMMARY OF PREMISES SECTION



ZURICH

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SPECIAL CONDITIONS

SEE U-GU-621-A CW FOR COMPLETE NAMED INSURED - IF APPLICABLE



ZURICH

Commercial Property Coverage Part General Provisions

IMPORTANT INFORMATION ABOUT THIS COMMERCIAL PROPERTY COVERAGE PART. PLEASE READ IT CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and what is not covered.

DEFINITIONS AND MEANINGS

Throughout this Commercial Property Coverage Part, the words "you" and "your" refer to the Named Insured shown on the Commercial Property Coverage Part Declarations. The words "we", "us", and "our" refer to the Company providing this insurance coverage.

The word "occurrence" includes all losses or damages that are attributable directly or indirectly to one cause or a series of similar causes. All such losses or damages will be treated as one occurrence. However, if occurrence is specifically defined in a Coverage Form, that definition applies to the insurance provided by that Coverage Form and any endorsements to that Coverage Form.

For purposes of this Commercial Property Coverage Part:

- a. Covered Property is the property that is insured for loss or damage under the applicable Coverage Forms or endorsements.
- b. Covered Income is the income that is insured for loss under the applicable Coverage Forms or endorsements.

Other words and phrases that appear in bold and in quotation marks, or in quotation marks only, have special meaning. You will find these definitions in the Commercial Property Definitions, Coverage Forms, and in endorsements to the Coverage Forms.

Words or phrases that are not defined are intended to have their ordinary or common meaning. Disputes concerning the meaning of words or phrases will be resolved using the most recently published version of Webster's Unabridged Dictionary.

Unless otherwise stated, words that are used in the plural tense include the singular tense (and vice versa).

FORMS

In addition to these General Provisions, the Commercial Property Coverage Part contains the Common Policy Conditions, Commercial Property Conditions, Commercial Property Definitions, and various Coverage Forms and endorsements as shown on the Property Forms and Endorsements Section of the Schedule of Forms and Endorsements. Some forms and endorsements may refer to other Coverage Forms, but you only have coverage under a particular Coverage Form if it is shown on the Property Forms and Endorsements Section of the Schedule of Forms and Endorsements. Similarly, even if the Property Forms and Endorsements Section of the Schedule of Forms and Endorsements shows that you have a

Coverage Form, you will not have coverage for each coverage and optional coverage mentioned in that Coverage Form unless they are shown on the Commercial Property Coverage Part Declarations.

DEDUCTIBLES

If a deductible applies, it is described in the applicable Coverage Form or endorsement. The amount of the deductible to be applied is shown on the Summary of Premises, Deductibles, or Catastrophe Coverage - Limits of Insurance and Deductibles sections of the Commercial Property Coverage Part Declarations.

Unless otherwise stated in a Coverage Form or endorsement, if more than one deductible applies, we will apply each deductible separately. Except for covered loss or damage due to **"earth movement"**, **"flood"**, or **"named storm"**, or to wind or hail when a separate Wind Deductible or Wind and Hail Deductible is applicable, the total of all deductible amounts applied will not exceed the highest applicable deductible for loss or damage to Covered Property and the highest applicable deductible for loss under **"time element coverage"**.

Loss or damage to Covered Property caused by **"earth movement"**, **"flood"**, **"named storm"**, water damage, theft and wind or hail may be subject to separate deductible amounts. The Summary of Premises section of the Commercial Property Coverage Part Declarations identify the **"premises"** subject to the separate deductibles and the deductible amounts. If the Earth Movement Deductibles, Flood Deductibles, Named Storm Deductibles, or Wind and Hail Deductibles apply to loss or damage at **"reported unscheduled premises"**, to **"contractor's equipment"** away from **"premises"**, or to **"installation property"** away from **"premises"**, the deductible amounts are stated on the Catastrophe Coverage - Limits of Insurance and Deductibles section of the Commercial Property Coverage Part Declarations.

The Earth Movement Deductibles, Flood Deductibles, Named Storm Deductibles, Wind Deductibles, and Wind and Hail Deductibles only apply to loss or damage that, but for the application of the Deductibles, would be paid by us under this Commercial Property Coverage Part.



Commercial Property Conditions

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Commercial Property Conditions

This Commercial Property Coverage Part is subject to the following conditions as well as the Common Policy Conditions.

A. ABANDONMENT

There can be no abandonment of any property to us.

B. APPRAISAL

If we and you disagree on the value of the property or the amount of the loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent, disinterested, and impartial appraiser who has no direct or indirect financial interest in the claim. The two appraisers will select an umpire. If they cannot agree, either may request that selection of an umpire be made by a judge of a court having jurisdiction. The appraisers will state separately the value of each item of lost or damaged property as of the date of loss and amount of loss in accordance with the Valuation provisions of the applicable Coverage Form or, if not stated, the "actual cash value" and "replacement cost". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim in whole or in part, based on the terms and conditions of the policy.

C. CONCEALMENT, MISREPRESENTATION, OR FRAUD

This policy is void in any case of fraud by you or any other insured as it relates to this Commercial Property Coverage Part at any time before or after a loss. It is also void as to you or any other insured, and we will not pay you or any other insured, if you or any other insured, at any time before or after a loss, intentionally conceal or misrepresent a material fact concerning:

1. The insurance provided by this policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under the policy.

D. CONFORMITY TO STATUTE

Terms of this Commercial Property Coverage Part that are in conflict with the statutes of the state in which this policy is issued are hereby amended to conform to such statutes.

E. CONTROL OF PROPERTY

Breach of any provision contained in the Commercial Property Conditions or Common Policy Conditions by any person, other than you, beyond your direction or control will not affect this insurance.

The breach of any provision contained in the Commercial Property Conditions or Common Policy Conditions at any one or more locations will not affect coverage at any location where, at the time of loss or damage, there was no breach.

F. DUTIES IN THE EVENT OF LOSS OR DAMAGE

1. You must see that the following are done in the event of loss or damage to Covered Property:

- a. Notify the police if a law may have been broken.
- b. Give us prompt notice of the loss or damage, including a description of the property involved.
- c. As soon as possible, give us a description of how, when, and where the loss or damage occurred.
- d. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a "**covered cause of loss**". Also, if feasible, set the damaged property aside and in the best possible order for examination.
- e. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values, and amount of loss claimed.
- f. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also, permit us to take samples of damaged and undamaged property for inspection, testing, and analysis, and permit us to make copies from your books and records.

- g. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - h. Cooperate with us in the investigation or settlement of the claim.
2. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
3. Failure of an agent or one of your employees, other than an officer, partner, manager, "**member**", director, trustee, proprietor, or risk management employee, to notify us of any loss or damage that they know about will not affect the insurance afforded you by this Commercial Property Coverage Part.

G. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

H. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Commercial Property Coverage Part unless:

1. All of its terms have been fully complied with; and
2. The action is brought within 2 years after the date on which the loss or damage commenced.

I. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Commercial Property Coverage Part, without additional premium and within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Commercial Property Coverage Part.

J. LOSS PAYMENT

The following apply unless otherwise provided in a Coverage Form in this Commercial Property Coverage Part:

1. In the event of loss or damage covered by this Commercial Property Coverage Part, at our option, we will either:
 - a. Pay the amount of the loss or damage;
 - b. Pay the cost of repairing or replacing the lost or damaged property;
 - c. Take all or any part of the property at an agreed or appraised value; or
 - d. Repair, rebuild, or replace the property with other property of like kind and quality.

We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

2. If we elect to exercise option 1.c. with respect to any branded or labeled "**merchandise**" or "**finished stock**", you may:
 - a. Stamp salvage on the "**merchandise**" or "**finished stock**", or its containers, if the stamp will not physically damage the "**merchandise**" or "**finished stock**"; or
 - b. Remove the brands or labels, if doing so will not physically damage the "**merchandise**" or "**finished stock**". You must relabel the "**merchandise**" or "**finished stock**", or its containers, to comply with the law.

We will assume the cost of stamping or removal and charge it to salvage expense.

3. We will not pay you more than your financial interest in the Covered Property.
4. This Commercial Property Coverage Part provides no rights or benefits to any other person or organization, unless otherwise provided. Any claim for loss that is covered under this Commercial Property Coverage Part must be presented by you. At our option, we may adjust the loss with the owners of lost or damaged property if other than you. If we pay the owners, such payment will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
5. We may elect to defend you against suits arising from claims of owners of Covered Property. We will do this at our expense.
6. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Commercial Property Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.

7. The first Named Insured shown on the Declarations will be the payee for any payment of claims that we may make with respect to this Commercial Property Coverage Part, subject to the Mortgageholders Condition below and any endorsements. However, our payment for loss or damage to **"personal property of others"** may be to the account of the owner of the property.

K. MORTGAGEHOLDERS

1. Mortgageholder includes trustee.
2. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown on the Declarations in their order of precedence, as interests may appear.
3. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
4. If we deny your claim because of your acts or because you have failed to comply with the terms of this Commercial Property Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - a. Pays the premium due under this Commercial Property Coverage Part at our request if you have failed to do so;
 - b. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - c. Has notified us of any change in ownership, occupancy, or substantial change in risk known to the mortgageholder.

All of the terms of this Commercial Property Coverage Part will then apply directly to the mortgageholder.

5. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Commercial Property Coverage Part:
 - a. The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - b. The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

6. If we cancel the policy, we will give written notice to the mortgageholder at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
7. If we elect not to renew the policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

L. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

M. OTHER INSURANCE

1. If you have other insurance subject to the same plan, terms, conditions, and provisions as the insurance under this Commercial Property Coverage Part, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Commercial Property Coverage Part bears to the sum of all the Limits of Insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in Paragraph 1. above, we will pay only the least of the following amounts:
 - a. Any Limit of Insurance applicable to the Covered Property that has sustained such loss or damage;
 - b. The amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not, without application of any deductible amounts contained elsewhere in this Commercial Property Coverage Part; or
 - c. The amount we would have paid had such other insurance not existed.
3. Paragraphs 1. and 2. above do not apply to other insurance that is purchased as insurance in excess of the Limit of Insurance under this Commercial Property Coverage Part.

N. POLICY PERIOD, COVERAGE TERRITORY

Under this Commercial Property Coverage Part:

1. We cover loss or damage which happens:
 - a. During the policy period shown on the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions); and
 - b. Puerto Rico.
3. When this Commercial Property Coverage Part provides coverage for property in transit:
 - a. The coverage territory is extended to Canada for property in transit as long as the origin or destination is included in 2. above, except when property is being transported by a vessel.
 - b. The coverage territory is extended to everywhere else in the world for property while being transported by an aircraft, as long as either the origin or destination is included in 2. above and neither the origin nor the destination is in any country upon which the United States government has imposed sanctions, embargoes or similar prohibitions.
4. If the property is in transit by a vessel that originated outside the coverage territory included in 2. above, then coverage commences when the property has been fully discharged from the vessel onto a point within the coverage territory.
5. If the property is in transit by a vessel with a destination outside the coverage territory included in 2. above, then coverage ends when the property has been loaded on board the vessel.
6. For the Fairs or Exhibitions Additional Coverage, the Coverage Territory is extended to Canada.

O. RECOVERED PROPERTY

1. If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may do one of the following:
 - a. Keep the loss payment and transfer the recovered property to us; or
 - b. Keep the recovered property and return the loss payment to us. If you do this, we will pay for the recovery expenses and the expense to repair the recovered property up to the applicable Limit of Insurance.
2. The amount of loss can be reduced by any salvage recovery through the sale of the damaged Covered Property.
 - a. If, following a loss, a recovery is made from the sale of damaged Covered Property and your claim has not yet been paid, we will be entitled to this salvage recovery until we have recovered our salvaging fees and expenses. The balance of the salvage recovery will be paid to you and the amount of your loss settlement will be reduced by this balance.
 - b. If your claim has already been paid when a salvage recovery is made, we will be entitled to the salvage proceeds until we have recovered the difference between the amount we paid you for your claim and the amount we would have paid you had the salvage recovery been handled in accordance with a. above. Any balance of the salvage recovery will then be promptly refunded to you.

P. SUSPENDED EQUIPMENT

We, or any of our representatives, have the right to declare property to be **"suspended equipment"** when the property is found to be in, or exposed to, a dangerous condition, provided we have:

1. Told you of the dangerous condition immediately upon discovering it and informed you of its designation as **"suspended equipment"**; and
2. Mailed or delivered a written notice of such condition and designation, within 24 hours of the discovery, which notice is mailed or delivered to:
 - a. Your last known address; or
 - b. The address where said object is located.

Any designation of **"suspended equipment"** can only be rescinded, in writing, by endorsement to this Commercial Property Coverage Part.

Any designation of **"suspended equipment"** will result in your receiving a pro rata refund of premium you paid for the coverage of that property under this Commercial Property Coverage Part. However, any designation of **"suspended equipment"** will be in effect if we have not yet made or offered the refund.

Q. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Commercial Property Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and cooperate with our efforts to recover our payment and must do nothing after loss to impair our rights. But you may, without restricting your coverage, waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at the time of loss, that party is one of the following:

- a. Someone insured under this Commercial Property Coverage Part;
- b. A business firm owned or controlled by you;
- c. A business firm, or an individual, that owns or controls you; or
- d. Your tenant.

Any recovery as a result of subrogation proceedings arising out of a covered loss, net of fees (including legal fees) and expenses we incur in such subrogation proceedings, will be shared with you in the following manner:

1. We will add the amount of any deductible you incurred to the amount of any other provable uninsured loss you incurred. This is your interest.
2. We will determine the proportion your interest bears to the entire provable loss (both insured and uninsured). This is your pro rata share.
3. We will reimburse to you your pro rata share of the recovery after deduction, from the total recovery, of recovery expenses paid by us and after deduction of any legal fees paid by us. We will retain the balance. We will not owe you any amount for any legal fees or any expenses incurred by you in furtherance of any recovery unless those fees or expenses are approved by us in writing and in advance of your incurring those fees or expenses.



Commercial Property Definitions

1. **"Accounts receivable records"** means accounting records you use to document the billing and collection of **"money"** due from your customers, regardless of what material it is inscribed, printed, written, or recorded upon.
2. **"Actual cash value"** means **"replacement cost"** reduced by each of the following:
 - a. Physical deterioration;
 - b. Depreciation;
 - c. Obsolescence;
 - d. Depletion;
 - e. Non-conformity to codes, ordinances, regulations, or statutes; and
 - f. The cost to reconstruct or remodel undamaged portions of **"real property"**.

But in no event will **"actual cash value"** be higher than the **"market value"**.

3. **"Amount you actually spend"** means:
 - a. The total payments you make to an entity you do not own or operate at the time of loss or damage to repair the damaged **"real property"** or **"personal property"**; and
 - b. For goods and services provided by entities you own or operate at the time of loss or damage to repair the damaged **"real property"** or **"personal property"**:
 - 1) Direct payroll cost, excluding fixed payroll, for labor directly chargeable to the repair, rebuilding, or replacement of the damaged property;
 - 2) **"Replacement cost"** for your **"merchandise"** used in the repair, rebuilding, or replacement of the damaged property;
 - 3) Regular cash selling price, less any discounts and expenses you otherwise would have had, for your **"finished stock"** used in the repair, rebuilding, or replacement of the damaged property; and
 - 4) **"Replacement cost"** for your property other than **"merchandise"** or **"finished stock"** used in the repair, rebuilding, or replacement of the damaged property if replaced within 24 months, otherwise your original cost.
4. **"Banking premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
5. **"Business Income"** means:
 - a. **"Net income"**; plus
 - b. **"Continuing expenses"**.

6. **"Cessation of work"** means any period of time when your business activities have ceased.

"Cessation of work" does not mean:

- a. Any period of time during which your business activities would not normally have been conducted, such as weekends or holidays;
- b. Seasonal activity planned in advance;
- c. Schedule delays due to weather; or
- d. Labor actions beyond your control.

7. **"Cloud facility"** means a data center(s) owned and operated by others whom you depend on to provide **"information technology services"**.

8. **"Computer systems"** means:

- a. Computer hardware, software, and electronic data;
- b. Input and output devices;
- c. Data storage devices;
- d. Networking equipment and components;
- e. Firmware; and
- f. Electronic backup facilities, including systems accessible through the internet, intranets, or virtual private networks.

9. **"Contaminant"** means any substance that creates an impurity when it mixes with or comes into contact with another substance.

10. **"Continuing expenses"** means:

- a. Your continuing normal operating expenses including, but not limited to:
 - 1) Payroll;
 - 2) Rental payments as tenants; and
 - 3) Factory overhead; and
- b. Charges, which are the legal obligations of your tenants and have not been satisfied, and which are now your obligation.

"Continuing expenses" does not mean:

- a. **"Extra expense"**;
- b. Expediting expense;
- c. **"Research and development continuing expenses"**;

- d. Any charges or expenses that do not necessarily continue during the **"period of restoration"** or **"extended period of indemnity"**; or
- e. Bad debts.

11. **"Contractor's employees' property"** means tools and clothing owned by your officers, directors, partners, **"managers"**, **"members"**, or employees (including leased or temporary employees).

12. **"Contractor's equipment"** means:

- a. Equipment, tools, machinery, and other mechanical and electrical devices of a mobile nature used for contracting, installation, erection, repair, or moving operations or projects;
 - b. Self-propelled vehicles designed and used primarily to carry mounted equipment;
 - c. Vehicles designed for highway use that are unlicensed and not operated on public roads; and
 - d. Watercraft, marine floats, or barges less than 26 feet long,
- owned by you or owned by others in your care, custody, or control.

"Contractor's equipment" does not mean:

- a. Contraband or property in the course of illegal transportation or trade;
- b. Aircraft;
- c. Railroad cars;
- d. Temporary or permanent forms, shoring, scaffolding, or falsework;
- e. **"Contractor's employees' property"**; or
- f. Recreational watercraft.

13. **"Contributing locations"** means locations owned and operated by others who:

- a. You depend on to deliver materials or services directly to you, or to others under your contract of sale; or
- b. Pay you royalties, licensing fees, or commissions under written agreements.

"Contributing locations" does not mean:

- a. Locations owned and operated by others who you depend upon to provide only power, communications, or other utility services to you; or
- b. **"Manufacturing locations"**.

14. **"Covered cause of loss"** means a fortuitous cause or event, not otherwise excluded, which actually occurs during this policy period.

"Covered cause of loss" does not mean:

- a. A fortuitous cause or event, whether or not excluded, which actually occurred prior to this policy period, regardless of the date on which it first becomes manifest or is first discovered; or

b. Damage.

15. **"Defective materials"** means materials which are broken, inadequate, improper, faulty, flawed, improperly specified, contaminated, unfit for the purpose intended, or which contain a latent defect.
16. **"Denial of service"** means the direction of a high volume of inquiries to web site or e-mail destinations, effectively denying or limiting legitimate access, whether or not known to you.
17. **"Dependent premises"** means the following types of locations:
- a. **"Contributing locations";**
 - b. **"Recipient locations";**
 - c. **"Manufacturing locations";** and
 - d. **"Leader locations".**

If the location is described by an address only, it includes the area associated with that address in which you or the occupant are legally entitled to conduct **"operations"** and includes that area extending 1,000 feet beyond that address.

If the location is described by an address and further described by geographic boundaries, only the area within such boundaries, and within 1,000 feet thereof, is included.

"Dependent premises" does not mean any of the above locations within any country in which the United States government or Canadian government have imposed sanctions, embargoes, or similar prohibitions.

18. **"Duplicate information property"** means recorded information in any format which can either be copied from an existing original or duplicate or replaced by purchasing an existing duplicate that is available for sale, including any material it is recorded upon.

"Duplicate information property" does not mean:

- a. **"Stock";**
 - b. **"Fine arts";**
 - c. **"Money";**
 - d. **"Securities";** or
 - e. **"Electronic data processing hardware".**
19. **"Earth movement"** means earthquake or other seismic activity, rising or shifting of earth (including frost heaves), or subsidence other than **"sinkhole collapse"**.
- "Earth movement"** does not mean landslide, avalanche, or volcanic eruption, explosion or effusion, or tsunami.
20. **"Electronic data processing hardware"** means:
- a. A network of electronic components capable of accepting information and processing it according to a plan and which exists primarily to generate information in tangible form or on electronic media, as well as air conditioning equipment and fire protection equipment used exclusively for data processing operations;
 - b. Telephone equipment; or

- c. Facsimile equipment.

"Electronic data processing hardware" does not mean computers, devices, or components which:

- a. Exist primarily to control or operate machinery or equipment or to produce **"stock in process"** or **"finished stock"**; or
- b. Are **"stock"**.

21. **"Electronic vandalism"** means:

- a. Willful or malicious electronic alteration, manipulation, tampering, or destruction of **"accounts receivable records"**, **"duplicate information property"**, **"electronic data processing hardware"**, **"original information property"**, or **"research and development property"**;
- b. Introduction of a virus, code, or similar instruction that disrupts the normal operation of **"electronic data processing hardware"** and may destroy, alter, contaminate, or compromise the integrity, quality, or performance of **"accounts receivable records"**, **"duplicate information property"**, **"electronic data processing hardware"**, **"original information property"**, or **"research and development property"**;
- c. Unauthorized viewing, copying, or use of any electronic **"accounts receivable records"**, **"duplicate information property"**, **"original information property"**, or **"research and development property"**; and
- d. **"Denial of service"**.

22. **"Equipment breakdown cause of loss"** means any of the following:

- a. Artificially generated electrical current, including electrical arcing, that injures or disturbs electrical devices, wiring, or equipment;
- b. Explosion, rupture, or bursting of steam boilers, steam pipes, steam engines, steam turbines, gas turbines, or apparatus attached to and forming a part thereof, when owned, operated, or controlled by you; except for explosion of accumulated gases or fuel within the furnace of any fired vessel, other than gas turbines, or within the flues or passages through which the products of combustion pass;
- c. Any condition or event inside steam boilers, steam pipes, steam engines, steam turbines, gas turbines, or apparatus attached to and forming a part thereof, when owned, operated, or controlled by you; except for explosion of accumulated gases or fuel within the furnace of any fired vessel, other than gas turbines, or within the flues or passages through which the gases of combustion pass;
- d. Any condition or event, other than an explosion, inside hot water boilers, other water heating equipment, engines other than steam engines, or pressure vessels when owned, operated, or controlled by you; and
- e. Mechanical or machinery breakdown, including rupture or bursting caused by centrifugal force, of property owned, operated, or controlled by you.

23. **"Extended period of indemnity"** means the period of time that begins on the date the **"period of restoration"** ends and ends on the earlier of:

- a. The date your gross sales, including rental income, are restored to the amount that would have existed if no direct physical loss or damage occurred; or
- b. The date calculated by adding the number of days shown on the Declarations for Extended Period of Indemnity--Business Income to the date the **"period of restoration"** ended.

"Extended period of indemnity" does not mean **"research and development extended period of indemnity"**.

24. **"Extra expense"** means operating expenses you incur during the **"period of restoration"** that would not have been necessary to incur if there had been no direct physical loss or damage to the property, provided such expenses are incurred:
- a. In an attempt to avoid a **"suspension"** of or to continue those **"operations"** which have been affected by the direct physical loss or damage to the property; or
 - b. In an attempt to minimize the **"period of restoration"**.

"Extra expense" does not mean:

- a. Costs incurred to purchase **"merchandise"** as a replacement for your **"finished stock"**;
 - b. **"Continuing expenses"** or **"research and development continuing expenses"**;
 - c. Costs to repair, rebuild, or replace any property, or research or restore **"original information property"**; or
 - d. Amounts incurred on financing or investment activity conducted for your own account.
25. **"Fine arts"** means paintings, etchings, pictures, tapestries, and other bona fide works of art, rarity, historical value, or artistic merit such as rugs, statuary, marbles, bronzes, antiques, furniture, rare books, antique silver, manuscripts, porcelains, rare glass, and bric-a-brac.
26. **"Finished stock"** means **"goods you have manufactured"** which are completed and ready for packing, shipment, installation, or sale.

"Finished stock" does not mean **"goods you have manufactured"** which are completed and ready for packing, shipment, installation, or sale on a **"premises"** or **"reported unscheduled premises"** of any retail outlet at which you are insured by Business Income Insurance.

27. **"Flood"** means a general and temporary condition of partial or complete inundation of land areas from:
- a. The overflow, or the expansion beyond normal boundaries, of inland or tidal waters, including natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, harbors, oceans, or any other body of water or watercourse;
 - b. Waves or tides, including tsunami;
- or their spray, whether driven by wind or not.

28. **"Fungus"** means any type or form of fungus, mold, or mildew and any mycotoxins, spores, scents, or by-products produced or released by fungi.

29. **"Goods you have manufactured"** means:

- a. Goods manufactured at a location you own or operate; and
- b. Goods manufactured at a location that you do not own or operate, provided:
 - 1) You contracted for the goods to be manufactured exclusively for you; and
 - 2) You are the owner or licensee of the design, patent, trademark, or copyright for the goods.

30. **"Green roofing systems"** means environmentally friendly roof coverings as defined by the LEED® Green Building Rating System™ of the U.S. Green Building Council or any other trees, shrubs, plants, grass, or lawns and other landscaping materials which are part of a vegetated roof.

31. **"Gross leasehold interest"** means:

- a. The monthly rental value of the **"premises"** or **"reported unscheduled premises"** you rent or lease on the date the direct physical loss or damage occurs; minus
- b. The actual monthly rent you pay, including taxes, insurance, janitorial, or other services you pay as part of the rent.

Example:

Monthly rental value of your leased "premises" :	\$1,000
Monthly rent including taxes, insurance, janitorial, or other services that you pay for as part of the rent:	- \$700
"Gross leasehold interest"	\$300

32. **"Improvements and betterments"** means fixtures, alterations, installations, or additions:

- a. Comprising a part of the building you occupy as a tenant but do not own;
- b. Made or acquired at your expense exclusive of rent paid by you or for which you are legally required by written contract to insure; and
- c. Which you cannot remove legally.

33. **"Information technology services"** means technology services provided under a written contract consisting of:

- a. Maintaining, managing, or controlling **"computer systems"**;
- b. Hosting or facilitating your internet website or web application(s); and
- c. Other related technology services.

"Information technology services" does not mean video, voice, or data communication services.

34. **"Installation property"** means materials, supplies, equipment, and machinery, and any other similar property owned by you or owned by others, which are in your care, custody, or control, that you are contractually responsible for, which are intended to become a permanent part of an **"installation or service premises"**.

"Installation property" does not mean **"landscaping materials"** or land.

35. **"Installation or service premises"** means a location that is not owned, leased, or operated by you, at which you are installing, constructing, or servicing property.

"Installation or service premises" does not mean a **"rigging premises"**.

36. **"Landscaping materials"** means trees, shrubs, plants, grass, lawns, and other landscaping materials, including **"green roofing systems"** owned by you or owned by others, which are in your care, custody, or control that you are contractually responsible for, and intended to become a permanent part of an **"installation or service premises"**.

"Landscaping materials" does not mean trees, shrubs, plants, grass, lawns, or other landscaping materials or **"green roofing systems"** that exist as a permanent part of an **"installation or service premises"** prior to the start of the project.

37. **"Leader locations"** means locations owned and operated by others who you depend on to attract customers to your business.
38. **"Malfunction"** means any abnormal or imperfect function, including the failure to function, of machinery, systems, apparatus, or equipment.
39. **"Manager"** means a person elected by the **"members"** to direct the limited liability company's business affairs.
40. **"Manufacturing locations"** means locations owned and operated by others who you depend on to manufacture products for delivery to your customers under contract of sale.
41. **"Market value"** means the price which the property might be expected to realize if offered for sale in a fair market on the date of loss or damage.
42. **"Member"** means an owner of a limited liability company represented by its membership interest, who also may serve as a **"manager"**.
43. **"Merchandise"** means:
- a. Goods held for sale or installation by you which are not **"goods you have manufactured"**; and
 - b. **"Goods you have manufactured"** which are completed and ready for packing, shipment, installation, or sale on a **"premises"** or **"reported unscheduled premises"** of any retail outlet at which you are insured by Business Income Insurance.
44. **"Microorganism"** means any type or form of organism of microscopic or ultramicroscopic size including, but not limited to, **"fungus"**, wet or dry rot, virus, algae, or bacteria, or any by-product.
45. **"Mistake"** means any act or decision, whether intentional or negligent, including the failure to act or decide, of any person, group, organization, or governmental body which creates or allows a result which is unexpected, inadequate, defective, faulty, or otherwise unsuitable for the intended purpose.
46. **"Money"** means:
- a. Currency, coins, bullion, or bank notes, whether or not in current use; and
 - b. Travelers checks, register checks, food stamps, and money orders held for sale to the public.
47. **"Monthly leasehold interest"** means the original costs you paid for:
- a. Bonus Payments – **"Money"** you originally paid to acquire your lease, but not including rent, prepaid rent, or security; and
 - b. Prepaid Rent - Advance rent you paid that will not be refunded to you, other than periodic rental payments, divided by the number of months left in your lease at the time of the expenditure.

Example:

Original cost of Bonus Payment	\$4,000
With 20 months left in the lease at the time of Bonus Payment	+20
"Monthly leasehold interest"	\$200

48. **"Net income"** means the net profit or loss, including rental income from tenants, that would have been earned or incurred before taxes.

49. **"Net leasehold interest"** means the sum of:

- a. The net present value of your **"gross leasehold interest"** for each remaining month of your lease, discounted at the Prime Rate prevailing on the date the direct physical loss or damage occurs, rounded to the nearest whole number; plus
- b. Your **"monthly leasehold interest"** times the number of months left in your lease on the date direct physical loss or damage occurs, rounded to the nearest whole number.

Example:

With 20 months left in lease and 10% Prime Rate:

"Gross leasehold interest"	\$300
Net Present Value Factor x 18.419 for 20 months	X 18.419
Subtotal a.	\$5,526
"Monthly leasehold interest"	\$200
With 20 months left in lease	x 20
Subtotal b.	\$4,000
"Net leasehold interest"	
Subtotal a. + Subtotal b.	\$9,526

50. **"Newly acquired premises"** means a permanently fixed location you own, lease, rent, or control. The location becomes a **"newly acquired premises"** on the later of:

- a. The date you obtain possession or control of the location; or
- b. The date **"real property"** or **"personal property"** in which you have an insurable interest is first placed at the location.

"Newly acquired premises" does not mean:

- a. A **"premises"**;
- b. An **"unreported premises"**;
- c. A **"reported unscheduled premises"**;
- d. A fair or exhibition;

- e. An "installation or service premises";
- f. A "rigging premises"; or
- g. A "temporary storage location".

51. "Off-premises service interruption" means the interruption of power or other utility services supplied to a covered location, however caused, if the interruption takes place away from the covered location.

52. "Operations" means:

- a. Your business activities occurring at the covered location prior to the physical loss or damage; and
- b. The covered location is tenantable prior to the physical loss or damage.

"Operations" does not mean:

- a. The activities of those with whom you do business;
- b. Investing or financing activities conducted for your own account; or
- c. "Research and development operations".

53. "Original information property" means recorded information in any format which cannot be copied from an existing original or duplicate or replaced by purchasing an existing duplicate that is available for sale, including any material it is recorded upon.

"Original information property" does not mean:

- a. "Stock";
- b. "Fine arts";
- c. "Money";
- d. "Securities";
- e. "Electronic data processing hardware"; or
- f. "Research and development property".

54. "Outdoor trees, shrubs, plants, or lawns" means outdoor trees, shrubs, plants, grass, or lawns you own.

"Outdoor trees, shrubs, plants, or lawns" does not mean:

- a. Growing crops;
- b. Standing timber;
- c. "Landscaping materials";
- d. "Stock", or
- e. "Green roofing systems".

55. **"Period of restoration"** means the period of time that begins when:

- a. The direct physical loss or damage that causes **"suspension"** of your **"operations"** occurs; or
- b. The date **"operations"** would have begun if the start of **"operations"** is delayed because of loss of or damage to any of the following:
 - 1) **"Real property"**, whether complete or under construction;
 - 2) Alterations or additions to **"real property"**; or
 - 3) **"Personal property"**:
 - a) Used in such construction, alterations, or additions;
 - b) Incidental to the occupancy of the area intended for construction, alteration, or addition; or
 - c) Incidental to the alteration of the occupancy of an existing building or structure.

If you resume **"operations"**, with reasonable speed, the **"period of restoration"** ends on the earlier of:

- a. The date when the location where the loss or damage occurred could have been physically capable of resuming the level of **"operations"** which existed prior to the loss or damage, if the location had been restored to the physical size, construction, configuration, location, and material specifications which would satisfy the minimum requirements necessary to obtain all required building permits, occupancy permits, operating licenses, or similar documents; or
- b. The date when a new permanent location is physically capable of resuming the level of **"operations"** which existed prior to the loss or damage, if you resume **"operations"** at a new permanent location.

If you do not resume **"operations"**, or do not resume **"operations"** with reasonable speed (whether at your **"premises"** or **"reported unscheduled premises"** or elsewhere), the **"period of restoration"** will end on the date when the location where the loss or damage occurred could have been restored to the physical size, construction, configuration, location, and material specifications which existed at the time of loss or damage, with no consideration for any time:

- a. Which would have been required to make changes in order to satisfy the minimum requirements necessary to obtain all required building permits, occupancy permits, operating licenses, or similar documents; and
- b. Which would have been necessary to make the location physically capable of resuming the level of **"operations"** which existed prior to the loss or damage after the completion of repairs, replacement, or rebuilding.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **"pollutants"** or **"microorganisms"**.

The expiration date of this policy will not cut short the **"period of restoration"**.

56. **"Personal property"** means:

- a. **"Your personal property"**;
- b. **"Your employees' personal property"**;
- c. **"Personal property of others"** in your care, custody, or control;

- d. The value of labor, materials, or services furnished or arranged by you on **"personal property of others"**;
- e. Your interest in **"improvements and betterments"** to buildings or structures; and
- f. Glass which, as a tenant, you are required to insure.

"Personal property" does not mean:

- a. Naturally occurring water;
 - b. Growing crops or standing timber;
 - c. **"Outdoor trees, shrubs, plants, or lawns"**;
 - d. **"Green roofing systems"**;
 - e. **"Money"**, bills, notes, or **"securities"**;
 - f. Contraband or property in the course of illegal transportation or trade;
 - g. Animals, unless:
 - 1) Owned by others and boarded by you; or
 - 2) Owned by you as **"stock"** while inside of buildings;
 - h. **"Fine arts"**;
 - i. **"Original information property"**;
 - j. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - 1) Are licensed for use on public roads; or
 - 2) Are operated principally away from a **"premises"** or **"reported unscheduled premises"**;
- But not:
- 1) Vehicles or self-propelled machines you manufacture, process, warehouse, or hold for sale, other than vehicles licensed for use on public roads;
 - 2) Vehicles licensed for use on public roads that you manufacture, process, warehouse, or hold for sale, while on a **"premises"** or **"reported unscheduled premises"**; or
 - 3) Unpowered watercraft while out of water on a **"premises"** or **"reported unscheduled premises"**;
- k. Property contained in underground mines, mine shafts, caverns, open pits, or quarries;
 - l. **"Research and development property"**;
 - m. Spacecraft, satellites, associated launch vehicles and any major components, including any property contained therein;
 - n. **"Scheduled property"**; or

- o. Property covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance.

57. **"Personal property of others"** means personal property not owned by you, your officers, directors, partners, **"managers"**, **"members"**, or employees (including leased or temporary employees).

58. **"Pollutants"** means any solid, liquid, gaseous, or thermal irritant, or **"contaminant"**, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

59. **"Premises"** means:

A location scheduled on the Declarations for this Commercial Property Coverage Part.

- a. If the location is described by an address only, it includes the area associated with that address in which you are legally entitled to conduct your business activities and includes that area extending 1,000 feet beyond the address.
- b. If the location is described by an address and further described by geographic boundaries, it includes only the area within such geographic boundaries in which you are legally entitled to conduct your business activities and includes that area extending 1,000 feet beyond that area.

If you are a tenant, for purposes of **"time element coverage"**, **"premises"** includes those portions of the location not rented or intended to be rented to others.

60. **"Raw stock"** means material in the state in which you acquired it for conversion into **"finished stock"**.

61. **"Real property"** means:

- a. Buildings, including their **"green roofing systems"**;
- b. Permanent structures;
- c. Equipment and apparatus used to maintain or service the buildings, structures, or their **"premises"** or **"reported unscheduled premises"**; and
- d. Materials, equipment, supplies, and temporary structures used for making additions, alterations, or repairs to the buildings or permanent structures.

"Real property" does not mean:

- a. **"Fine arts"**;
- b. Land;
- c. Water;
- d. Underground mines, mine shafts, caverns, open pits, or quarries;
- e. Growing crops or standing timber;
- f. **"Outdoor trees, shrubs, plants, or lawns"**;
- g. **"Research and development property"**;
- h. **"Contractor's equipment"**;

- i. "Contractor's employees' property";
- j. "Installation property";
- k. "Landscaping materials";
- l. Property of others in your care, custody, or control for "rigging"; or
- m. Launch facilities for spacecraft or satellites.

62. "Recipient locations" means locations owned or operated by others, who you depend on to accept your products or services.

63. "Replacement cost" means the lesser of:

a. **Repair Cost**

The cost to repair the "real property" or "personal property" at the time of direct physical loss or damage with new materials of like kind and quality, of similar size, for the same use or occupancy, and in compliance with all applicable zoning, land use, or construction codes in force at the time of loss or damage. This includes the cost to reconstruct or remodel undamaged portions of the "real property" when those costs are a consequence of enforcement of such codes.

b. **Rebuild Cost**

The cost to rebuild the "real property" or "personal property" at the time of direct physical loss or damage with new materials of like kind and quality, of similar size, for the same use or occupancy, and in compliance with all applicable zoning, land use, or construction codes in force at the time of loss or damage. Unless otherwise required at the time of loss by the applicable codes, this cost will be based on rebuilding at the same location where the loss occurred.

c. **Replace Cost**

The cost to replace the "real property" or "personal property" at the time of direct physical loss or damage with new materials of like kind and quality, of similar size, for the same use or occupancy, and in compliance with all applicable zoning, land use, or construction codes in force at the time of loss. Unless otherwise required at the time of loss by the applicable codes, this cost will be based on replacing at the same location where the loss or damage occurred.

If property of the same kind and quality is no longer available, we will pay to replace it with other property of similar quality and function, including property of greater processing capacity.

"Real property" and "personal property" valuation includes the cost you paid for non-refundable or non-transferable extended warranties, maintenance contracts, or service contracts which were still in force at the time of loss or damage and are no longer valid as a result of loss of or damage to "real property" or "personal property".

If there is an ordinance or law in force at the time of loss or damage that regulates zoning, land use, or construction of "real property" or "personal property" at the "premises" or "reported unscheduled premises", and if loss or damage covered by this Commercial Property Coverage Part causes a demolition order to be issued pursuant to any such ordinance or law, "replacement cost" includes the costs to demolish and clear the site of the undamaged portion of the "real property" or "personal property".

"Replacement cost" does not mean:

- a. Costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, **"pollutants"** or **"microorganisms"**;
- b. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling, or remediation of property due to contamination by **"pollutants"** or due to the presence, growth, proliferation, spread, or any activity of **"microorganisms"**; or
- c. Costs to comply with any ordinance or law that you were required to comply with before the loss or damage.

64. **"Reported unscheduled premises"** means permanently fixed locations for which you have submitted a schedule on file with us containing:

- a. The address of the location and includes that area extending 1000 feet beyond the address;
- b. An identification of the property, business income, or extra expense to be covered; and
- c. The value of such identified property, business income, or extra expense.

If you are a tenant, for purposes of **"time element coverage"**, **"reported unscheduled premises"** includes those portions of the location not rented or intended to be rented to others.

"Reported unscheduled premises" does not mean:

- a. A **"premises"**;
- b. A **"newly acquired premises"**;
- c. An **"unreported premises"**;
- d. A fair or exhibition;
- e. An **"installation or service premises"**;
- f. A **"temporary storage location"**;
- g. A **"rigging premises"**; or
- h. With respect to loss or damage covered by any **"time element coverage"**, a **"dependent premises"**.

65. **"Research and development continuing expenses"** means your continuing normal operating expenses that are directly attributable to **"research and development operations"**, including payroll, rental payments as tenants, and factory overhead.

66. **"Research and development extended period of indemnity"** means the period of time that begins on the date the **"period of restoration"** ends and ends on the earlier of:

- a. The effective date of new contracts that will utilize that portion of your **"research and development continuing expenses"** attributable to a suspension, lapse, or cancellation for which coverage is provided under paragraph b. of the Extended Period of Indemnity Additional Coverage; or
- b. The date calculated by adding the number of days shown on the Declarations for Research and Development Extended Period of Indemnity--Business Income to the date the **"period of restoration"** ended.

67. **"Research and development operations"** means your business activities where **"research and development property"** is being planned, created, developed, or tested.

68. **"Research and development property"** means:

- a. Information which cannot be duplicated or purchased from another source, including any material it is inscribed, printed, written, or recorded upon, including documents, manuscripts, records, data, or programs, developed or used in conjunction with any research and development project;
- b. Original or experimental property;
- c. Prototypes or samples;
- d. Experiments in progress;
- e. Biological products, processes, or cultures; and
- f. **"Research animals"**.

"Research and development property" does not mean:

- a. Animals, other than **"research animals"**;
- b. **"Money"**, bills, notes, or **"securities"**;
- c. **"Stock"**;
- d. **"Fine arts"**; or
- e. Growing plants or crops.

69. **"Research animal"** means any multi-cellular organism that is used in your **"research and development operations"**.

70. **"Rigging"** means rigging, hoisting, moving, erecting, lowering, and millwright work.

71. **"Rigging premises"** means a location for the purpose of:

- a. **"Rigging"**;
- b. Assembling or dismantling work done in connection with a **"rigging"** project; or
- c. Operations incidental to a **"rigging"**, assembling, or dismantling project.

72. **"Salespersons samples"** means **"personal property"** that is in the custody of one of your salespersons and used only for sample purposes.

73. **"Scheduled property"** means those items described in the SCHEDULED PROPERTY COVERAGE FORM within the Coverage Territory.

"Scheduled property" does not mean:

- a. **"Real property"**;
- b. **"Personal property"**;
- c. Contraband or property in the course of illegal transportation or trade;

- d. **"Money"**, bills, notes, or **"securities"**;
- e. Waterborne property or property while being loaded onto or unloaded out of any watercraft, except while in the custody of a carrier for hire.
- f. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - 1) Are licensed for use on public roads; or
 - 2) Are operated principally away from a **"premises"** or **"reported unscheduled premises"**;But not:
 - 1) Vehicles or self-propelled machines you manufacture, process, warehouse, or hold for sale, other than vehicles licensed for use on public roads;
 - 2) Vehicles licensed for use on public roads that you manufacture, process, warehouse, or hold for sale, while on a **"premises"** or **"reported unscheduled premises"**; or
 - 3) Unpowered watercraft while out of water on a **"premises"** or **"reported unscheduled premises"**;
- g. Property contained in underground mines, mine shafts, caverns, open pits, or quarries; or
- h. Spacecraft, satellites, associated launch vehicles and any major components, including any property contained therein.

74. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either **"money"** or property and includes:

- a. Tokens, tickets, revenue, and other stamps whether or not in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you.

"Securities" does not mean:

- a. **"Money"**; or
- b. Lottery tickets held for sale.

75. **"Sinkhole collapse"** means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or similar rock formations.

"Sinkhole collapse" does not mean the:

- a. Sinking or collapse of land into man-made underground cavities;
- b. Sinking or collapse of land caused by or resulting from **"flood"**; or
- c. Cost of filling sinkholes.

76. **"Specified causes of loss"** means the following:

- a. Fire;
- b. Lightning;

- c. Explosion;
- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Riot or civil commotion;
- h. Vandalism;
- i. Leakage from fire extinguishing equipment;
- j. **"Sinkhole collapse"**;
- k. Volcanic action;
- l. Falling objects, excluding loss or damage to:
 - 1) **"Personal property"** in the open; or
 - 2) The interior of buildings or property inside buildings, unless the roof or an outside wall of the building is first damaged by a falling object;
- m. Weight of snow, ice, or sleet;
- n. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam; and
- o. **"Equipment breakdown cause of loss"**, excluding loss of or damage to **"stock"** caused by the discharge, dispersal, release, or escape of refrigerants.

77. **"Stock"** means the following:

- a. **"Raw stock"**;
- b. **"Stock in process"**;
- c. **"Finished stock"**; and
- d. **"Merchandise"**.

78. **"Stock in process"** means **"raw stock"** which has undergone aging, seasoning, mechanical, or other process of manufacture but which has not become **"finished stock"**.

79. **"Suspended equipment"** means any boiler, fired or unfired vessel, refrigerating or air conditioning system, piping and its accessory equipment, and any mechanical or electrical machine or apparatus used for the generation, transmission, or utilization of mechanical or electrical power, provided we have complied with the requirements described in the Suspended Equipment Condition contained in the COMMERCIAL PROPERTY CONDITIONS.

80. **"Suspension"** means:

- a. The slowdown or cessation of your business activities; or
- b. That a part or all of the covered location is rendered untenable.

81. **"Temporary storage location"** means a permanently fixed location that you lease, rent, or occupy for a period of less than one year where **"stock"** or **"installation property"** that is to become a permanent part of an **"installation or service premises"** is stored while waiting to be delivered to an **"installation or service premises"** and there is a written construction or installation contract or agreement to install that **"stock"** or **"installation property"** at that **"installation or service premises"**.

"Temporary storage location" does not mean:

- a. A **"premises"**;
- b. A **"newly acquired premises"**;
- c. A **"reported unscheduled premises"**;
- d. A **"rigging premises"**;
- e. A fair or exhibition; or
- f. An **"unreported premises"**.

82. **"Time element coverage"** means the coverage provided under any of the following:

- a. BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE);
- b. BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY; or
- c. EXTRA EXPENSE COVERAGE FORM.

83. **"Unreported premises"** means a permanently fixed location that contains **"real property"** or **"personal property"** in which you have an insurable interest, but has not been reported to us.

"Unreported premises" does not mean:

- a. A **"premises"**;
- b. A **"newly acquired premises"**;
- c. A **"reported unscheduled premises"**;
- d. A **"rigging premises"**;
- e. A fair or exhibition;
- f. An **"installation or service premises"**;
- g. A **"temporary storage location"**; or
- h. With respect to loss or damage covered by any **"time element coverage"**, a **"dependent premises"**.

84. **"Your employees' personal property"** means personal property owned by your officers, directors, partners, **"managers"**, **"members"**, or employees (including leased or temporary employees).

85. **"Your personal property"** means personal property owned by you.



Real and Personal Property Coverage Form

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Real and Personal Property Coverage Form

A. COVERAGE

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** directly caused by a **"covered cause of loss"**. We will not pay more in any one occurrence than the applicable Limit of Insurance shown on the Declarations for such loss of or damage to Covered Property at that **"premises"**.

B. EXCLUDED CAUSES OF LOSS

1. Artificially Maintained Conditions

We will not pay for loss of or damage to **"personal property"** caused by or resulting from the loss of or change in any artificially maintained or generated temperature, humidity, or atmosphere. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from an **"equipment breakdown cause of loss"**, **"mistake"**, or **"malfunction"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

This exclusion does not apply to **"electronic data processing hardware"** or **"duplicate information property"**.

2. Cracking and Settling

We will not pay for loss or damage caused by or resulting from bulging, cracking, shrinkage, expansion, or settling of **"real property"** or **"personal property"**. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

3. Disappearance or Shortage

We will not pay for loss caused by or resulting from disappearance or shortage disclosed on taking inventory or where there is no physical evidence to show what happened to the property. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

4. Dishonest Acts

We will not pay for loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the property for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. Acts of vandalism committed by your employees (including leased or temporary employees); or
- b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

5. Earth Movement

We will not pay for loss or damage caused directly or indirectly by **"earth movement"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"earth movement"** results in fire, explosion, theft or sprinkler leakage, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, theft or sprinkler leakage.

6. Electronic Vandalism

We will not pay for loss or damage caused by or resulting from **"electronic vandalism"**.

This exclusion applies even if the **"electronic vandalism"** was caused by or resulted from a **"mistake"** or **"malfunction"**.

7. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

- a. Wear and tear;
- b. Smoke, vapor, or gas from agricultural smudging or industrial operations;
- c. Smog;
- d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or
- f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

8. Flood

We will not pay for loss or damage caused directly or indirectly by **"flood"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"flood"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, or theft.

9. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to:

- a. Seizure or destruction of property by order of governmental authority and taken at the time of fire to prevent its spread; or
- b. Demolition orders issued pursuant to any ordinance or law in effect at the time of loss or damage regulating construction, use, or repair of any property; provided such demolition order has become legally enforceable as a result of physical damage to:

- 1) Covered **"real property"**; or

- 2) Covered **"personal property"**;

directly caused by a **"covered cause of loss"**.

However, this exception does not apply to demolition orders issued pursuant to any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, **"pollutants"** or **"microorganisms"**.

10. Impact Damage

We will not pay for loss or damage caused by or resulting from water, including water pressure, ice, or impact of watercraft to buildings or structures located on or partially over water, including retaining walls, bulkheads, piers, wharves, docks, or any other property located on those structures. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

11. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

12. Microorganisms

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of **"microorganisms"**, unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"specified cause of loss"**, other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

13. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

14. Off-Premises Service Interruption

We will not pay for loss or damage caused by or resulting from any **"off-premises service interruption"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

This exclusion does not apply to **"electronic data processing hardware"** or **"duplicate information property"**.

15. Pollutants

We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release, or escape of **"pollutants"**. But, if the discharge, dispersal, seepage, migration, release, or escape is caused by a **"specified cause of loss"**, we will pay only for that portion of the loss or damage solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"pollutants"**.

This exclusion does not apply to **"electronic data processing hardware"** or **"duplicate information property"**.

16. Process Failures, Defects, or Errors

We will not pay for any of the following:

- a. Loss or damage due to spoilage, destruction, adulteration, discard, reduction in value, or any other loss or damage to **"stock"** caused by or resulting from a **"mistake"** or **"malfunction"** in the alteration, calibration, development, distribution, installation, manufacturing, maintenance, processing, repair, research, or testing of such **"stock"**.
- b. Loss or damage, including the costs of correcting or making good, caused by or resulting from:
 - 1) A **"mistake"** in planning, zoning, development, surveying, siting;
 - 2) A **"mistake"** in design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - 3) A **"mistake"** in materials used in repair, construction, renovation, or remodeling; or
 - 4) Insufficient or failure of maintenance or servicing,of part or all of any property on or off a **"premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- c. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any property on or off a **"premises"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- d. Loss of or damage to machinery or equipment while undergoing a pressure or electrical test. This exclusion applies even if this excluded cause of loss was caused by or resulted from an **"equipment breakdown cause of loss"**, **"mistake"**, or **"malfunction"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

17. Suspended Equipment

We will not pay for loss or damage caused by or resulting from an **"equipment breakdown cause of loss"** to **"suspended equipment"**. This exclusion applies even if this excluded cause of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

18. War and Military Action

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

C. LIMITATIONS

- 1. The following types of property are covered only up to the Limits of Insurance shown below in any one occurrence for loss or damage due to theft:
 - a. \$2,500 for furs, fur garments, and garments trimmed with fur.
 - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum, and other precious alloys or metals.

This limit does not apply to:

- 1) Jewelry or watches worth \$100 or less per item; or
- 2) Precious or semiprecious stones or metals used for industrial purposes.

- c. \$250 for lottery tickets held for sale.

These Limits of Insurance are included in, and not in addition to, any other applicable Limits of Insurance.

- 2. We will pay for direct physical loss of or damage to **"green roofing systems"** directly caused by a **"covered cause of loss"** other than loss or damage caused by or resulting from:
 - a. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals;
 - b. Disease;
 - c. Changes in or extremes of temperature;
 - d. Dampness or dryness of atmosphere or of soil supporting the vegetation; or
 - e. Rain, snow, hail, ice, or sleet.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

E. VALUATION

We will determine the amount of covered loss or damage as follows:

- 1. Except as provided in 2., 3., 4., 5., 6., and 7. below, the lesser of the following amounts:
 - a. The **"replacement cost"**; or
 - b. The **"amount you actually spend"** to repair, rebuild, or replace the **"real property"** or **"personal property"** at the same or another location.
- 2. Except as provided in 3., 5., 6., and 7. below, **"real property"** or **"personal property"**, other than **"improvements and betterments"**, which is not repaired, rebuilt, or replaced will be valued at the **"actual cash value"** at the time and place of loss or damage. If you commence the repair, rebuilding, or replacement of the lost or damaged **"real property"** or **"personal property"** within 24 months from the date the loss or damage occurred, upon completion of the repair, rebuilding, or replacement, we will pay you the difference between the **"actual cash value"** previously paid and the **"replacement cost"** at the time of loss or damage.
- 3. **"Merchandise"** which has been sold but not delivered and **"finished stock"** at the regular cash selling price, less any discounts and expenses you otherwise would have had.
- 4. **"Stock in process"** at the value of **"raw stock"**, your labor expended, and your materials incorporated plus the proper proportion of your overhead charges, calculated in accordance with principles of Direct Costing. In no event will overhead be calculated in accordance with the principles of Absorption Costing.
- 5. **"Improvements and betterments"** at:
 - a. The **"replacement cost"** if you make repairs with reasonable speed.
 - b. A proportion of your original cost if you do not make repairs with reasonable speed. We will determine the proportionate value as follows:

- 1) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
- 2) Divide the amount determined in 1) above by the number of days from the installation of **"improvements and betterments"** to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will be used as the expiration of the lease.

- c. That portion which has not been paid if others pay for repairs, rebuilding, or replacement.
6. **"Personal property"** which has been permanently removed from service at **"actual cash value"**.
 7. **"Duplicate information property"** at the lesser of:
 - a. The cost to purchase a duplicate copy, if a duplicate copy exists and is available for sale; or
 - b. The cost of blank materials, plus any cost incurred to copy data onto blank materials from a duplicate source on the same type of materials, provided such copying does not violate licensing or contract agreements.

F. OPTIONAL COVERAGE

Margin Clause

If Margin Clause is shown on the Declarations, we will not pay more than the lesser of the following:

1. The amount of covered loss or damage at the **"premises"**; or
2. The percentage applied to the applicable Limit of Insurance for such property at the **"premises"**.

The most we will pay is the applicable percentage shown on the Declarations for Margin Clause. However, in no event will we pay more than \$5,000,000 over the applicable Limits of Insurance shown on the Declarations for that **"premises"**.

This Optional Coverage for **"real property"** or **"personal property"** does not apply to:

1. Any Limit of Insurance applicable to more than one **"premises"**; or
2. Any other Limit of Insurance applicable for which a specific coverage Limit of Insurance is provided.



Additional Coverages Form

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Additional Coverages Form

A. ADDITIONAL COVERAGES

The following are Additional Coverages to coverages set forth in this Commercial Property Coverage Part. If you have not chosen a coverage elsewhere in this Commercial Property Coverage Part, there is no coverage under its corresponding Additional Coverages. For example, if you do not have coverage for **"stock"** under the REAL AND PERSONAL PROPERTY COVERAGE FORM, you will not have coverage related to **"stock"** under the Consequential Loss--Undamaged Stock Additional Coverage, or any other Additional Coverage for **"stock"**.

Each of the following Additional Coverages apply independently of one another. Unless otherwise stated, the excluded causes of loss, exclusions, terms, and conditions in the applicable Coverage Forms apply to these Additional Coverages.

The most we will pay for loss, damage, cost, or expense under any of the following Additional Coverages are the Limits of Insurance shown on the Declarations. Limits for these Additional Coverages apply in addition to any other applicable policy limits, unless otherwise stated.

1. Consequential Loss--Net Leasehold Interest

We will pay for the loss of **"net leasehold interest"** you sustain when your lease is cancelled:

- a. By the lessor; and
- b. As a result of a valid condition of your lease,

due to direct physical loss of or damage to **"real property"** or **"personal property"** directly caused by a **"covered cause of loss"** at a **"premises"** or **"reported unscheduled premises"**. We will not pay more than the **"net leasehold interest"** at the time of the cancellation of the lease. However, if your lease is cancelled and your landlord lets you continue to use the **"premises"** or **"reported unscheduled premises"** under a new lease, we will not pay more than:

- a. The rent you will pay under the new lease; minus
- b. The rent you were paying at the time of cancellation.

We will not pay under this Additional Coverage if the **"premises"** or **"reported unscheduled premises"** where the lease is cancelled had been vacant for more than 60 consecutive days prior to the loss or damage unless you had entered into an agreement to sublease the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Consequential Loss--Net Leasehold Interest.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

2. Consequential Loss--Tenant's Improvements and Betterments

We will pay for the value of undamaged **"improvements and betterments"** when your lease is cancelled:

- a. By the lessor; and
- b. As a result of a valid condition of your lease,

due to direct physical loss of or damage to **"real property"** or **"personal property"** directly caused by a **"covered cause of loss"** at a **"premises"** or **"reported unscheduled premises"**.

If you rent an entire building, we will pay only if:

- a. At least 25% of the area of that entire building has been damaged; or
- b. A minimum of 6 months remains in your current lease and at least 6 months is required to repair the building for your occupancy.

If you rent a portion of a building, we will only pay if:

- a. A minimum of 6 months remains in your lease; and
- b. At least 6 months is required to repair the building for your occupancy.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Consequential Loss--Tenant's Improvements and Betterments.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

3. Consequential Loss--Undamaged Stock

We will pay for the consequential loss in value of undamaged **"stock"** which has become unmarketable as a complete product because of direct physical loss of or damage to other **"stock"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Consequential Loss--Undamaged Stock.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

4. Contamination by a Refrigerant

We will pay for direct physical loss of or damage to **"stock"** caused by the release or escape of refrigerants from any equipment located at a **"premises"** or **"reported unscheduled premises"** provided the release or escape was not caused by or resulted from **"flood"** or **"earth movement"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Contamination by a Refrigerant.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

5. Debris Removal

- a. We will pay your expense to remove debris of Covered Property, for which a Limit of Insurance is shown on the Declarations, remaining after a **"covered cause of loss"**. The most we will pay under this Additional Coverage for Debris Removal is the remaining applicable Limit of Insurance for the Covered Property shown on the Declarations after payment of the covered physical loss or damage.

If the total of the loss or damage and debris removal expense exceeds the applicable Limit of Insurance, we will pay the remaining debris removal expenses. The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Debris Removal--Supplemental Limit.

- b. If wind causes direct physical loss of or damage to Covered Property, we will also pay for the expenses you incur to remove debris of uncovered property that is blown on to the **"premises"** or **"reported unscheduled premises"** by wind and to remove debris of **"outdoor trees, shrubs, plants, or lawns"** damaged by wind.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Debris Removal--Uncovered Property.

In no event will there be any coverage under this Debris Removal Additional Coverage for any costs to:

- a. Extract **"pollutants"** from land or water; or
- b. Remove, restore, or replace polluted land or water.

The expenses will be paid only if they are reported to us in writing within 180 days of the date of loss or damage.

6. Deferred Payments

We will pay your financial interest in **"personal property"** that suffers direct physical loss or damage directly caused by a **"covered cause of loss"** after delivery to buyers and sold by you on a conditional sale or trust agreement, or any installment or deferred payment plan.

This Additional Coverage does not apply to default of such agreement or plan by the buyer.

We will determine the amount of covered loss or damage as follows:

- a. In the event of a total loss and the buyer refuses to continue payment, coverage will be valued based on the amount shown on your books as due from the buyer;
- b. In the event of partial loss or damage and the buyer refuses to continue payment, forcing you to repossess, coverage will be valued as follows:

If the realized value of the repossessed **"personal property"** is:

- 1) Greater than or equal to the amount shown on your books as due from the buyer, we will make no payment; or
 - 2) Less than the amount shown on your books as due from the buyer, we will pay the difference, less any amount that was past due at the time of loss by more than 30 days; and
- c. When a loss occurs and the buyer continues to pay you, there will be no loss payment.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Deferred Payments.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

7. Electronic Vandalism--Direct Damage

We will pay for loss of or damage to **"accounts receivable records", "duplicate information property", "electronic data processing hardware", "original information property" or "research and development property"** caused by **"electronic vandalism"**.

The most we will pay under this Additional Coverage in any one policy year is the Annual Aggregate Limit of Insurance shown on the Declarations for Electronic Vandalism--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

8. Expediting Expense

In the event of covered loss of or damage to **"real property" or "personal property"** at a **"premises" or "reported unscheduled premises"** directly caused by a **"covered cause of loss"**, we will pay reasonable and necessary additional expenses you incur for temporary repair of damage to such **"real property" or "personal property"** and the additional expenses you incur for expediting the permanent repair or replacement of such damaged property. This Additional Coverage does not include expenses recoverable elsewhere in this Commercial Property Coverage Part.

The most we will pay under this Additional Coverage at any one **"premises" or "reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Expediting Expense.

9. Fairs or Exhibitions

We will pay for direct physical loss of or damage to **"personal property"**:

- a. At fairs or exhibitions; and
 - b. In transit to or from fairs or exhibitions,
- directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Fairs or Exhibitions--Personal Property.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

10. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a **"covered cause of loss"** at a **"premises" or "reported unscheduled premises"**, we will pay for your liability for the fire department service charges:

- a. Assumed by contract or agreement prior to loss; or
- b. Required by local ordinance, law, or statute.

We will also pay for those costs incurred by your fire brigade to save or protect Covered Property from a fire, but not including the costs to refill fire protective equipment.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Fire Department Service Charge.

No deductible applies to this Additional Coverage.

11. Fire Protective Equipment Refills

We will pay the reasonable and necessary costs you incur to refill fire protective equipment which has been discharged:

- a. Accidentally; or
- b. In the course of saving or protecting Covered Property from a **"covered cause of loss"**.

No Limit applies to this Additional Coverage.

12. Inflation Guard

The Limits of Insurance to which the Inflation Guard applies will automatically increase by the annual percentage shown on the Declarations.

The amount of the increase will be:

- a. The Limit of Insurance that applied on the most recent of this Commercial Property Coverage Part's inception date, anniversary date, or date of any other Commercial Property Coverage Part change amending the Limit of Insurance, multiplied by
- b. The percentage of annual increase shown on the Declarations, expressed as a decimal (Example: 8% is .08), multiplied by
- c. The number of days since the beginning of the most recent Commercial Property Coverage Part year or the effective date of the most recent Commercial Property Coverage Part change amending the Limit of Insurance, divided by 365.

Example:

If:	The applicable Limit of Insurance is	\$100,000
	The annual percentage increase is	8%
	The number of days since the beginning of the Coverage Part Year (or last Coverage Part change) is	146
Then:	The amount of increase is $\$100,000 \times .08 \times 146 / 365 = \$ 3,200$	
	The available Limit of Insurance is	\$103,200

13. Lock and Key Replacement

We will pay the reasonable cost of:

- a. Entry key replacement if keys to a **"premises"** or **"reported unscheduled premises"** are stolen; or
- b. Entry lock repair or replacement made necessary by theft or attempted theft at a **"premises"** or **"reported unscheduled premises"**.

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The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Lock and Key Replacement.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

14. Microorganisms

We will pay the following when **"microorganisms"** are the result of a **"covered cause of loss"**, other than fire or lightning:

- a. Direct physical loss of or damage to Covered Property caused by **"microorganisms"**, including the cost of removal of the **"microorganisms"**;
- b. The reasonable cost to tear out and replace any part of the covered building or other property needed to gain access to the **"microorganisms"**; and
- c. The reasonable cost of testing performed after removal, repair, replacement, or restoration of the damaged property is completed, provided there is a reason to believe that the **"microorganisms"** are still present.

The most we will pay under this Additional Coverage in any one policy year is the Annual Aggregate Limit of Insurance shown on the Declarations for Microorganisms. Regardless of the number of claims, this Limit is the most we will pay for the total of all loss, damage, or cost, even if the **"microorganisms"** continue to be present, active, or recur.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

15. Newly Acquired Premises

We will pay for direct physical loss of or damage to **"real property"** or **"personal property"** at a **"newly acquired premises"** directly caused by a **"covered cause of loss"**.

This Additional Coverage will automatically expire on the earliest of the following dates:

- a. The date you report the **"newly acquired premises"** to us;
- b. The number of days shown on the Declarations from the date the location becomes a **"newly acquired premises"**; or
- c. The date this policy expires or is cancelled.

We will charge you additional premium for values reported from the date the location becomes a **"newly acquired premises"**.

The most we will pay under this Additional Coverage at any one **"newly acquired premises"** is the applicable Limit of Insurance shown on the Declarations for Newly Acquired Premises.

16. Newly Acquired Property

We will pay for direct physical loss of or damage to:

- a. Your newly acquired or constructed **"real property"** at a **"premises"** if coverage is not currently shown for **"real property"** at that **"premises"** on the Declarations; and
- b. Your newly acquired **"personal property"** at a **"premises"** if coverage is not currently shown for **"personal property"** at that **"premises"** on the Declarations.

This Additional Coverage will automatically expire on the earliest of the following dates:

- a. The date you report the newly acquired property to us;
- b. The number of days shown on the Declarations from the date construction of **"real property"** begins or completed **"real property"** or **"personal property"** is acquired; or
- c. The date this policy expires or is cancelled.

We will charge you additional premium for values reported from the date construction of **"real property"** begins or **"personal property"** or completed **"real property"** is acquired.

The most we will pay under this Additional Coverage at any one **"premises"** is the applicable Limit of Insurance shown on the Declarations for Newly Acquired Property.

17. Off-Premises Service Interruption--Direct Damage

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to any property located away from the **"premises"** or **"reported unscheduled premises"** and used to provide any of the following services to the **"premises"** or **"reported unscheduled premises"**:

- a. Water;
- b. Power, including steam and natural gas; or
- c. Communication.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Direct Damage.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

18. Outdoor Trees, Shrubs, Plants, or Lawns

We will pay for direct physical loss of or damage to **"outdoor trees, shrubs, plants, or lawns"** at a **"premises"** or **"reported unscheduled premises"** directly caused by:

- a. Fire;
- b. Lightning;
- c. Explosion;
- d. Riot or civil commotion; or
- e. Aircraft.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** and for any one tree, shrub, plant, or lawn are the Limits of Insurance shown on the Declarations for Outdoor Trees, Shrubs, Plants, or Lawns.

19. Pollutant Clean Up and Removal--Land and Water

We will pay the reasonable expenses you incur to extract **"pollutants"** from land or water at a **"premises"** or **"reported unscheduled premises"** if the discharge, dispersal, seepage, migration, release, or escape of the **"pollutants"** is directly caused by a **"covered cause of loss"**.

This Additional Coverage does not apply to the costs to test for, monitor, or assess the existence, concentration, or effects of **"pollutants"**. But we will pay for the reasonable cost of testing performed in the course of extracting the **"pollutants"** from the land or water.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** in any one policy year is the Annual Aggregate Limit of Insurance shown on the Declarations for Pollutant Clean Up and Removal--Land and Water.

The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the **"covered cause of loss"** occurs.

20. Preservation of Property

If Covered Property is removed from a **"premises"** or **"reported unscheduled premises"** to preserve it from actual or imminent physical loss or damage caused by a **"covered cause of loss"**:

We will pay for:

- a. Any direct physical loss of or damage to Covered Property while it is being moved to or while stored at another location for up to the number of days shown on the Declarations for Preservation of Property; and
- b. The reasonable cost to remove Covered Property from the **"premises"** or **"reported unscheduled premises"**.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance shown on the Declarations for that Covered Property.

21. Professional Fees

We will reimburse you for the reasonable expenses you incur for professional services for auditors, accountants, architects, or engineers which are necessary to prepare a statement of loss or exhibits required in connection with any loss covered under this Commercial Property Coverage Part. This Additional Coverage does not apply to fees and costs of:

- a. Your employees; or
- b. Attorneys, public adjusters, loss appraisers, or loss consultants.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Professional Fees.

22. Reported Unscheduled Premises

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"** at a **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

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The most we will pay under this Additional Coverage at any one **"reported unscheduled premises"** is the applicable Limit of Insurance shown on the Declarations for Reported Unscheduled Premises.

23. Reward Payments

We will reimburse you for rewards you pay for information leading to:

- a. The successful return of undamaged stolen Covered Property to you or a law enforcement agency;
or
- b. The arrest and conviction of any persons for having damaged or stolen your Covered Property.

The reward payments must be documented.

The most we will pay under this Additional Coverage in any one occurrence is 25% of the covered loss, prior to the application of any applicable deductible and recovery of any Covered Property, up to the Limit of Insurance shown on the Declarations for Reward Payments.

24. Salespersons Samples

We will pay for direct physical loss of or damage to **"salespersons samples"** in transit while in the custody of a salesperson or at any location, other than a **"premises"** or **"reported unscheduled premises"**, directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Salespersons Samples.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

25. Spoilage--Equipment Breakdown

We will pay for direct physical loss of or damage to **"stock"** at a **"premises"** or **"reported unscheduled premises"** directly caused by the loss of or changes in any artificially maintained or generated temperature, humidity, or atmosphere resulting from an **"equipment breakdown cause of loss"** to atmosphere control equipment at the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Spoilage--Equipment Breakdown.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

26. Theft Damage to Buildings

We will pay for direct physical loss of or damage to **"real property"** at a **"premises"** or **"reported unscheduled premises"** in which you are a tenant directly caused by theft, burglary, or robbery, provided you are legally obligated to pay for such loss or damage.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for **"personal property"** at that **"premises"** or **"reported unscheduled premises"**.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

27. Unreported Premises

We will pay for direct physical loss of or damage to **"real property"** and **"personal property"**, other than **"salespersons samples"** or property in transit, at an **"unreported premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"unreported premises"** is the Limit of Insurance shown on the Declarations for Unreported Premises.

B. DEDUCTIBLE

We will not pay for loss, damage, cost, or expense in any one occurrence until the amount of loss, damage, cost, or expense exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss, damage, cost, or expense in excess of the Deductibles, up to the applicable Limits of Insurance.



Accounts Receivable Coverage Form (Revenue Loss)

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Accounts Receivable Coverage Form (Revenue Loss)

A. COVERAGES

1. Accounts Receivable (Revenue Loss)

We will pay for:

- a. The **"money"** due you from customers that you are unable to collect;
- b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts; and
- c. Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage;

that result from direct physical loss of or damage to your **"accounts receivable records"** at a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Accounts Receivable (Revenue Loss).

2. Accounts Receivable (Revenue Loss)--Away From Premises

We will also pay for:

- a. The **"money"** due you from customers that you are unable to collect;
- b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts; and
- c. Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage;

that result from direct physical loss of or damage to your **"accounts receivable records"** away from a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Accounts Receivable (Revenue Loss)--Away From Premises.

B. EXCLUDED CAUSES OF LOSS

1. Alteration, Falsification, Concealment, or Destruction

We will not pay for loss or damage caused by or resulting from alteration, falsification, concealment, or destruction of **"accounts receivable records"** done to conceal the wrongful giving, taking, or withholding of **"money"**, **"securities"**, or other property.

2. Bookkeeping, Accounting, or Billing Mistakes

We will not pay for loss or damage caused by or resulting from a **"mistake"** or **"malfunction"** in bookkeeping, accounting, or billing.

3. Defects or Errors

We will not pay for any of the following:

a. Loss or damage caused by or resulting from a **"mistake"** in:

- 1) Programming;
- 2) Instructions to a machine; or
- 3) Installation or maintenance of **"electronic data processing hardware"** or component parts.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

b. Loss or damage, including the costs of correcting or making good, caused by or resulting:

- 1) A **"mistake"** in planning, zoning, development, surveying, siting;
- 2) A **"mistake"** in design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- 3) A **"mistake"** in materials used in repair, construction, renovation, or remodeling; or
- 4) Insufficient or failure of maintenance or servicing;

of part or all of any property on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

c. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any property on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

4. Disappearance or Shortage

We will not pay for loss caused by or resulting from disappearance or shortage disclosed on taking inventory or where there is no physical evidence to show what happened to the **"accounts receivable records"**. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

5. Dishonest Acts

We will not pay for loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the **"accounts receivable records"** for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. Acts of vandalism committed by your employees (including leased or temporary employees); or
- b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

6. Earth Movement

We will not pay for loss or damage caused directly or indirectly by **"earth movement"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"earth movement"** results in fire, explosion, theft, or sprinkler leakage we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, theft or sprinkler leakage.

7. Electronic Vandalism

We will not pay for loss or damage caused by or resulting from **"electronic vandalism"**.

This exclusion applies even if the **"electronic vandalism"** was caused by or resulted from a **"mistake"** or **"malfunction"**.

8. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

- a. Wear and tear;
- b. Smoke, vapor, or gas from agricultural smudging or industrial operations;
- c. Smog;
- d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or
- f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

9. Flood

We will not pay for loss or damage caused directly or indirectly by **"flood"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"flood"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, or theft.

10. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to acts of destruction of **"accounts receivable records"** ordered by governmental authority and taken at the time of fire to prevent its spread.

11. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

12. Microorganisms

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of **"microorganisms"**, unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"specified cause of loss"**, other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

13. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

14. War and Military Action

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event, including a "mistake" or "malfunction", that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

C. DEDUCTIBLE

We will not pay for loss, damage, or expense in any one occurrence until the amount of loss, damage, or expense exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss, damage, or expense in excess of the Deductibles, up to the applicable Limits of Insurance.

D. VALUATION

If you cannot accurately establish the amount of accounts receivable outstanding at the time of loss or damage to "accounts receivable records", the following method will be used to determine the amount of covered loss, damage, or expense:

1. Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurred; and
2. Adjust that total for normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

The following will be deducted from the total amount of accounts receivable, however that amount is established:

1. The amount of the accounts receivable for which there is no loss or damage;
2. The amount of the accounts receivable that you are able to re-establish or collect;
3. An amount to allow for probable bad debts that you are normally unable to collect; and
4. All unearned interest and service charges.



Fine Arts Coverage Form

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Fine Arts Coverage Form

A. COVERAGES

1. Fine Arts

We will pay for direct physical loss of or damage to **"fine arts"** at a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Fine Arts.

2. Fine Arts--Away From Premises

We will also pay for direct physical loss of or damage to **"fine arts"** away from a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Fine Arts--Away From Premises.

B. EXCLUDED CAUSES OF LOSS

1. Defects or Errors

We will not pay for any of the following:

a. Loss or damage, including the costs of correcting or making good, caused by or resulting from:

- 1) A "mistake" in planning, zoning, development, surveying, siting;
- 2) A "mistake" in design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- 3) A "mistake" in materials used in repair, construction, renovation, or remodeling; or
- 4) Insufficient or failure of maintenance or servicing,

of part or all of any property on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

b. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any property on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

2. Disappearance or Shortage

We will not pay for loss caused by or resulting from disappearance or shortage disclosed on taking inventory or where there is no physical evidence to show what happened to the **"fine arts"**. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

3. Dishonest Acts

We will not pay for loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the **"fine arts"** for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. Acts of vandalism committed by your employees (including leased or temporary employees); or
- b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

4. Earth Movement

We will not pay for loss or damage caused directly or indirectly by **"earth movement"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"earth movement"** results in fire, explosion, theft, or sprinkler leakage, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, theft, or sprinkler leakage.

5. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

- a. Wear and tear;
- b. Smoke, vapor, or gas from agricultural smudging or industrial operations;
- c. Smog;
- d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or
- f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

6. Flood

We will not pay for loss or damage caused directly or indirectly by **"flood"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"flood"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, or theft.

7. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to:

- a. Seizure or destruction of **"fine arts"** by order of governmental authority and taken at the time of fire to prevent its spread; or
- b. Demolition orders issued pursuant to any ordinance or law in effect at the time of loss or damage regulating construction, use, or repair of any property; provided such demolition order has become legally enforceable as a result of physical damage to:

- 1) Covered **"real property"**; or

- 2) Covered **"personal property"**,

directly caused by a **"covered cause of loss"**.

However, this exception does not apply to demolition orders issued pursuant to any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, **"pollutants"** or **"microorganisms"**.

8. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

9. Microorganisms

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of **"microorganisms"**, unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"specified cause of loss"**, other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

10. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

11. Pollutants

We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release, or escape of **"pollutants"**. But, if the discharge, dispersal, seepage, migration, release, or escape is caused by a **"specified cause of loss"**, we will pay only for that portion of the loss or damage which was solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"pollutants"**.

12. Repair, Restoration, or Retouching

We will not pay for loss of or damage to **"fine arts"** caused by or resulting from repair, restoration, or retouching.

13. War and Military Action

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

C. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

D. VALUATION

1. **"Fine arts"** are valued based on the lesser of:
 - a. **"Market value"** at the time of loss or damage; or

- b. The value of "**fine arts**" that are individually listed and described on the schedule on file with us.

2. **Pairs or Sets**

In case of loss to any part of a pair or set, we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss; or
- b. Pay the difference between the value of the pair or set before and after the loss.



Installation and Service Property Coverage Form

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Installation and Service Property Coverage Form

A. COVERAGES

1. Stock to be Installed

We will pay for direct physical loss of or damage to **"stock"** directly caused by a **"covered cause of loss"** while such **"stock"** is:

- a. At an **"installation or service premises"**;
- b. At a **"temporary storage location"**; or
- c. In transit, to or from an **"installation or service premises"** or a **"temporary storage location"**.

Coverage ends at the earlier of the following:

- a. Your insurable interest in the **"stock"** ceases;
- b. The **"stock"** is accepted by the purchaser;
- c. The **"stock"** is installed and you have been paid;
- d. The **"stock"** is installed and put to its intended use; or
- e. The policy expires or is cancelled.

The most we will pay under this Marine Coverage in any one occurrence is the applicable Limit of Insurance shown on the Declarations for Installation and Service Property--Stock to be Installed.

2. Tools and Equipment

We will pay for direct physical loss of or damage to:

- a. **"Personal property"** that are tools and equipment; and
- b. Vehicles that are not licensed for use on public roads,

used by you to install or service property at an **"installation or service premises"** directly caused by a **"covered cause of loss"**. Coverage applies while such property is:

- a. At an **"installation or service premises"**; or
- b. In transit, to or from an **"installation or service premises"**.

The most we will pay under this Marine Coverage for any one item and in any one occurrence is the applicable Limit of Insurance shown on the Declarations for Installation and Service Property--Tools and Equipment or in a schedule on file with us.

B. EXCLUDED CAUSES OF LOSS

1. Artificially Maintained Conditions

We will not pay for loss of or damage to **"personal property"** caused by or resulting from the loss of or change in any artificially maintained or generated temperature, humidity, or atmosphere. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from an **"equipment breakdown cause of loss"**, **"mistake"**, or **"malfunction"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

This exclusion does not apply to **"electronic data processing hardware"** or **"duplicate information property"**.

2. Disappearance or Shortage

We will not pay for loss caused by disappearance or shortage disclosed on taking inventory or where there is no physical evidence to show what happened to the property. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

3. Dishonest Acts

We will not pay for loss caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the property for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. Acts of vandalism committed by your employees (including leased or temporary employees); or
- b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

4. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

- a. Wear and tear;
- b. Smoke, vapor, or gas from agricultural smudging or industrial operations;
- c. Smog;
- d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or

f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

5. **Governmental Action**

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to:

- a. Seizure or destruction of property by order of governmental authority and taken at the time of fire to prevent its spread; or
- b. Demolition orders issued pursuant to any ordinance or law in effect at the time of loss or damage regulating construction, use, or repair of any property; provided such demolition order has become legally enforceable as a result of physical damage to **"real property"** containing covered **"personal property"** directly caused by a **"covered cause of loss"**.

However, this exception does not apply to demolition orders issued pursuant to any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

6. **Loss of Market or Delay**

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

7. **Microorganisms**

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of **"microorganisms"**, unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"specified cause of loss"**, other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

8. **Nuclear Hazard**

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence

to the loss, even if such other cause or event would otherwise be covered. But, if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

9. Precipitation

We will not pay for loss or damage caused by or resulting from rain, hail, snow, ice, or sleet to property in the open. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. **"Stock"** in the custody of a carrier for hire; or
- b. Vehicles that are not licensed for use on public roads.

10. Process Failures, Defects, or Errors

We will not pay for any of the following:

- a. Loss or damage due to spoilage, destruction, adulteration, discard, reduction in value, or any other loss or damage to **"stock"** caused by or resulting from a **"mistake"** or **"malfunction"** in the alteration, development, distribution, installation, manufacturing, maintenance, processing, repair, or testing of such **"stock"**.
- b. Loss or damage, including the costs of correcting or making good, caused by or resulting from:
 - 1) A **"mistake"** in planning, zoning, development, surveying, siting;
 - 2) A **"mistake"** in design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - 3) A **"mistake"** in materials used in repair, construction, renovation, or remodeling; or
 - 4) Insufficient or failure of maintenance or servicing,of part or all of any property on or off an **"installation or service premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- c. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any property on or off an **"installation or service premises"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- d. Loss of or damage to machinery or equipment while undergoing a pressure or electrical test. This exclusion applies even this excluded cause of loss was caused by or resulted from an **"equipment breakdown cause of loss"**, **"mistake"**, or **"malfunction"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

11. Suspended Equipment

We will not pay for loss or damage caused by or resulting from an **"equipment breakdown cause of loss"** to **"suspended equipment"**. This exclusion applies even if this excluded cause of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

12. War and Military Action

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

13. Weight of Load

We will not pay for loss of or damage to **"personal property"** that are tools and equipment or vehicles used by you to install or service property caused by or resulting from the weight of a load exceeding the manufacturer's rated lifting or supporting capacity of any machine under the operating conditions at the time of loss or damage.

C. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

D. ADDITIONAL CONDITIONS

The following conditions apply in addition to the COMMERCIAL PROPERTY CONDITIONS and the COMMON POLICY CONDITIONS:

1. In the event of any loss or damage to Covered Property in transit, you must immediately make a claim in writing against the carrier, bailee, or others involved.
2. The coverage provided for **"stock"** by this Coverage Form is primary to any other insurance not subject to the same plan, terms, conditions, and provisions as this Coverage Form.

E. VALUATION

We will determine the value of covered loss or damage as follows:

1. Except as provided in 2., 3., 4., 5., 6., and 7. below, the lesser of the following amounts:
 - a. The **"replacement cost"**; or

- b. The **"amount you actually spend"** to repair, rebuild, or replace Covered Property.
2. Except as provided in 3., 5., 6., and 7. below, Covered Property which is not repaired, rebuilt, or replaced will be valued at the **"actual cash value"** at the time and place of loss or damage. If you commence the repair, rebuilding, or replacement of the lost or damaged Covered Property within 24 months from the date the loss or damage occurred, upon completion of the repair, rebuilding, or replacement we will pay you the difference between the **"actual cash value"** previously paid and the **"replacement cost"** at the time of loss or damage.
 3. **"Merchandise"** and **"finished stock"** at the regular cash selling price, less any discounts and expenses you otherwise would have had.
 4. **"Stock in process"** at the value of **"raw stock"**, your labor expended, and your materials incorporated plus the proper proportion of your overhead charges, calculated in accordance with principles of Direct Costing. In no event will overhead be calculated in accordance with the principles of Absorption Costing.
 5. Covered Property which has been permanently removed from service at **"actual cash value"**.
 6. **"Duplicate information property"** at the lesser of:
 - a. The cost to purchase a duplicate copy, if a duplicate copy exists and is available for sale; or
 - b. The cost of blank materials, plus any cost incurred to copy data onto blank materials from a duplicate source on the same type of materials, provided such copying does not violate licensing or contract agreements.
 7. Subject to 1., 2., and 5. above, the most we will pay for any one item for scheduled equipment is the value per item shown on the schedule on file with us.



Original Information Property Coverage Form

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Original Information Property Coverage Form

A. COVERAGES

1. Original Information Property

We will pay for direct physical loss of or damage to **"original information property"** at a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Original Information Property.

2. Original Information Property--Away From Premises

We will also pay for direct physical loss of or damage to **"original information property"** away from a **"premises"** or **"reported unscheduled premises"** directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Original Information Property--Away From Premises.

B. EXCLUDED CAUSES OF LOSS

1. Alteration, Falsification, Concealment, or Destruction

We will not pay for loss or damage caused by or resulting from alteration, falsification, concealment, or destruction of **"original information property"** done to conceal the wrongful giving, taking, or withholding of **"money"**, **"securities"**, or other property.

2. Bookkeeping, Accounting, or Billing Mistakes

We will not pay for loss or damage caused by or resulting from a **"mistake"** or **"malfunction"** in bookkeeping, accounting, or billing.

3. Defects or Errors

We will not pay for any of the following:

a. Loss or damage caused by or resulting from a **"mistake"** in:

- 1) Programming;
- 2) Instructions to a machine; or
- 3) Installation or maintenance of **"electronic data processing hardware"** or component parts.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

b. Loss or damage, including the costs of correcting or making good, caused by or resulting from:

- 1) A **"mistake"** in planning, zoning, development, surveying, siting;
- 2) A **"mistake"** in design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- 3) A **"mistake"** in materials used in repair, construction, renovation, or remodeling; or
- 4) Insufficient or failure of maintenance or servicing,

of part or all of any **"original information property"** on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

- c. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any **"original information property"** on or off a **"premises"** or **"reported unscheduled premises"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

4. Disappearance or Shortage

We will not pay for loss caused by or resulting from disappearance or shortage disclosed on taking inventory or where there is no physical evidence to show what happened to the **"original information property"**. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

5. Dishonest Acts

We will not pay for loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the **"original information property"** for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. Acts of vandalism committed by your employees (including leased or temporary employees); or
- b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

6. Earth Movement

We will not pay for loss or damage caused directly or indirectly by **"earth movement"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be

covered. But if **"earth movement"** results in fire, explosion, theft, or sprinkler leakage, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, theft, or sprinkler leakage.

7. Electronic Vandalism

We will not pay for loss or damage caused by or resulting from **"electronic vandalism"**.

This exclusion applies even if the **"electronic vandalism"** was caused by or resulted from a **"mistake"** or **"malfunction"**.

8. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

- a. Wear and tear;
- b. Smoke, vapor, or gas from agricultural smudging or industrial operations;
- c. Smog;
- d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or
- f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

9. Flood

We will not pay for loss or damage caused directly or indirectly by **"flood"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"flood"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage which was solely caused by that fire, explosion, or theft.

10. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to acts of destruction of **"original information property"** ordered by governmental authority and taken at the time of fire to prevent its spread.

11. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

12. Microorganisms

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of **"microorganisms"**, unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"specified cause of loss"**, other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

13. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

14. War and Military Action

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

C. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

D. VALUATION

We will determine the value of covered loss or damage to lost or damaged **"original information property"** at the full cost necessary to research and reproduce a master copy, including the information and material on which it resides. However, we will only pay for costs of research and reproduction if you reproduce your **"original information property"**. We will not include the cost of making additional copies.

Transit Coverage Form



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Transit Coverage Form

A. COVERAGE

We will pay for direct physical loss of or damage to **"personal property"** in transit, including:

1. Your interest in shipments sold under Free on Board or Freight Allowed terms;
 2. **"Personal property"** when the purchaser refuses to accept delivery or returns it to the shipper; or
 3. General average and salvage charges on shipments while waterborne,
- directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Transit--Personal Property.

B. PROPERTY NOT COVERED

This Coverage Form does not apply to:

1. **"Personal property"** in transit to or from a fair or exhibition;
2. **"Salespersons samples"**;
3. Property of others in your care, custody, or control if you are acting as a carrier for hire, broker, loader, consolidator, or freight forwarder with a written contract or bill of lading;
4. **"Personal property"** used by you to install or service property at an **"installation or service premises"**;
5. **"Stock"** in transit to or from an **"installation or service premises"** or a **"temporary storage location"**;
6. Furs, fur garments, and garments trimmed with fur;
7. Jewelry, watches, watch movements, jewels, pearls, precious or semiprecious stones, bullion, gold, silver, platinum, and other precious alloys or metals, except for:
 - a. Jewelry or watches worth \$100 or less per item; or
 - b. Precious or semiprecious stones or metals used for industrial purposes; or
8. Lottery tickets held for sale.

C. EXCLUDED CAUSES OF LOSS

1. Artificially Maintained Conditions

We will not pay for loss of or damage to **"personal property"** caused by or resulting from the loss of or change in any artificially maintained or generated temperature, humidity, or atmosphere. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from an **"equipment breakdown cause of loss"**, **"mistake"**, or **"malfunction"**.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

This exclusion does not apply to **"electronic data processing hardware"** or **"duplicate information property"**.

2. Dishonest Acts

We will not pay for loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions, committed by you, your partners, **"members"**, officers, **"managers"**, employees (including leased or temporary employees), directors, trustees, authorized representatives, or anyone else to whom you have entrusted the **"personal property"** for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

This exclusion does not apply to:

- a. Acts of vandalism committed by your employees (including leased or temporary employees); or
- b. Carriers for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

3. Expected, Preventable, or Accumulated Losses

We will not pay for loss or damage caused by or resulting from:

- a. Wear and tear;
- b. Smoke, vapor, or gas from agricultural smudging or industrial operations;
- c. Smog;
- d. Rust or other corrosion, decay, deterioration, fading, hidden or latent defect, or any quality of the property that causes it to damage or destroy itself;
- e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or
- f. Inherent vice.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

4. Governmental Action

We will not pay for loss or damage caused directly or indirectly by any seizure, confiscation, expropriation, nationalization, or destruction of property by order of governmental authority. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

This exclusion does not apply to seizure or destruction of property by order of governmental authority and taken at the time of fire to prevent its spread.

5. Loss of Market or Delay

We will not pay for loss or damage caused by or resulting from loss of market, loss of use, or delay. This exclusion applies even if one of these excluded causes of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

6. Microorganisms

We will not pay for loss or damage consisting of, directly or indirectly caused by, contributed to, or aggravated by the presence, growth, proliferation, spread, or any activity of **"microorganisms"**, unless resulting from fire or lightning. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

But if a result of one of these excluded causes of loss is a **"specified cause of loss"**, other than fire or lightning, we will pay that portion of the loss or damage which was solely caused by that **"specified cause of loss"**.

We will also not pay for loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that requires any insured or others to test for, monitor, clean up, remove, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"microorganisms"**.

7. Nuclear Hazard

We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for that portion of the loss or damage which was solely caused by that fire.

8. Process Failures, Defects, or Errors

We will not pay for any of the following:

- a. Loss or damage due to spoilage, destruction, adulteration, discard, reduction in value, or any other loss or damage to **"stock"** caused by or resulting from a **"mistake"** or **"malfunction"** in the alteration, development, distribution, installation, manufacturing, maintenance, processing, repair, or testing of such **"stock"**.
- b. Loss or damage, including the costs of correcting or making good, caused by or resulting from incorporating **"defective materials"** into part or all of any property on or off the **"premises"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

9. Suspended Equipment

We will not pay for loss or damage caused by or resulting from an **"equipment breakdown cause of loss"** to **"suspended equipment"**. This exclusion applies even if this excluded cause of loss was caused by or resulted from a **"mistake"** or **"malfunction"**.

But if a result of this excluded cause of loss is a **"covered cause of loss"**, we will pay for that portion of the loss or damage which was solely caused by that **"covered cause of loss"**.

10. War and Military Action

We will not pay for loss or damage arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"** or **"malfunction"**, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductibles shown on the Declarations. We will then pay the amount of loss or damage in excess of the Deductibles, up to the applicable Limits of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the COMMERCIAL PROPERTY CONDITIONS and the COMMON POLICY CONDITIONS:

1. In the event of any loss or damage to **"personal property"** in transit, you must immediately make a claim in writing against the carrier, bailee, or others involved.
2. If **"personal property"** in transit which was sold under Free on Board or Freight Allowed terms is lost or damaged and the consignee refuses to pay for such **"personal property"** because of the loss or damage, we will not attempt to enforce collection from the consignee without your written permission.

F. VALUATION

We will determine the amount of covered loss or damage as follows:

1. Except as provided in 2., 3., 4., 5., and 6. below, the lesser of the following amounts:
 - a. The **"replacement cost"**; or
 - b. The **"amount you actually spend"** to repair, rebuild, or replace **"personal property"**.

2. Except as provided in 3., 5., and 6. below, **"personal property"** which is not repaired, rebuilt, or replaced will be valued at the **"actual cash value"** at the time and place of loss or damage. If you commence the repair, rebuilding, or replacement of the lost or damaged **"personal property"** within 24 months from the date the loss or damage occurred, upon completion of the repair, rebuilding, or replacement we will pay you the difference between the **"actual cash value"** previously paid and the **"replacement cost"** at the time of loss or damage.
3. **"Merchandise"** which has been sold but not delivered and **"finished stock"** at the regular cash selling price, less any discounts and expenses you otherwise would have had.
4. **"Stock in process"** at the value of **"raw stock"**, your labor expended, and your materials incorporated plus the proper proportion of your overhead charges, calculated in accordance with principles of Direct Costing. In no event will overhead be calculated in accordance with the principles of Absorption Costing.
5. **"Personal property"** which has been permanently removed from service at **"actual cash value"**.
6. **"Duplicate information property"** at the lesser of:
 - a. The cost to purchase a duplicate copy, if a duplicate copy exists and is available for sale; or
 - b. The cost of blank materials, plus any cost incurred to copy data onto blank materials from a duplicate source on the same type of materials, provided such copying does not violate licensing or contract agreements.



Business Income Coverage Form (Excluding Extra Expense)

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Business Income Coverage Form (Excluding Extra Expense)

A. COVERAGE

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to property at a **"premises"** at which a Limit of Insurance is shown on the Declarations for Business Income. The loss or damage must be directly caused by a **"covered cause of loss"**. We will not pay more than the applicable Limit of Insurance shown on the Declarations for Business Income at that **"premises"**.

B. ADDITIONAL COVERAGES

1. Civil Authority

We will pay for the actual loss of **"business income"** you sustain for up to the number of days shown on the Declarations for Civil Authority resulting from the necessary **"suspension"**, or delay in the start, of your **"operations"** if the **"suspension"** or delay is caused by order of civil authority that prohibits access to the **"premises"** or **"reported unscheduled premises"**. That order must result from a civil authority's response to direct physical loss of or damage to property located within one mile from the **"premises"** or **"reported unscheduled premises"** which sustains a **"business income"** loss. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Business Income at the **"premises"** or **"reported unscheduled premises"** where access was prohibited.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance.

2. Contractual Penalties

We will pay contractual penalties you are legally liable to pay under the provisions of a written contract due to late or non-completion of orders. Those penalties must be the result of direct physical loss of or damage to property at a **"premises"** or **"reported unscheduled premises"** at which a Limit of Insurance is shown on the Declarations for Business Income. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Contractual Penalties.

3. Electronic Vandalism

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** provided the **"suspension"** was directly caused by **"electronic vandalism"**.

The most we will pay under this Additional Coverage in any one policy year is the Annual Aggregate Limit of Insurance shown on the Declarations for Electronic Vandalism--Business Income.

4. Expense to Reduce Loss

We will pay reasonable and necessary expenses you incur, except the cost of extinguishing a fire, to reduce the amount of loss of **"business income"**. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this Coverage Form and subject to the applicable Limit of Insurance shown on the Declarations for Business Income at that **"premises"** or **"reported unscheduled premises"**.

5. Extended Period of Indemnity

If the necessary **"suspension"** of your **"operations"** produces a **"business income"** loss payable under this Coverage Form, and you resume **"operations"** with reasonable speed, we will pay for the actual loss of **"business income"** you sustain during the **"extended period of indemnity"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Business Income at the **"premises"** or **"reported unscheduled premises"** where the direct physical loss or damage occurred.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance.

6. Fairs or Exhibitions

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to property at, or while in transit to or from, any fair or exhibition. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Fairs or Exhibitions--Business Income.

7. Ingress/Egress

We will pay for the actual loss of **"business income"** you sustain for up to the number of days shown on the Declarations for Ingress/Egress following the necessary **"suspension"** of your **"operations"**, when ingress or egress by your suppliers, customers, or employees to the **"premises"** or **"reported unscheduled premises"** is physically obstructed due to direct physical loss or damage. The actual loss of **"business income"** you sustain must be caused by direct physical loss or damage to property not owned, occupied, leased, or rented by you, or insured under this Commercial Property Coverage Part. That property must be located within one mile from the **"premises"** or **"reported unscheduled premises"** which sustains a **"business income"** loss. The obstruction cannot be the result of an order of civil authority that prohibits access to that **"premises"** or **"reported unscheduled premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Business Income at the **"premises"** or **"reported unscheduled premises"** where ingress or egress was obstructed.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance.

8. Microorganisms

We will pay for the actual loss of **"business income"** you sustain due to the:

- a. Necessary **"suspension"** of your **"operations"** from direct physical loss of or damage to Covered Property caused by **"microorganisms"** when the **"microorganisms"** are the result of a **"covered cause of loss"**; or
- b. Prolonged **"period of restoration"** due to the remediation of **"microorganisms"** from a covered loss.

The most we will pay under this Additional Coverage in any one policy year is the Annual Aggregate Limit of Insurance shown on the Declarations for Microorganisms--Business Income. Regardless of the number of claims, this Limit of Insurance is the most we will pay for the total of all loss, even if the **"microorganisms"** continue to be present, active, or recur.

9. Newly Acquired Premises

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to your property at a **"newly acquired premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

This Additional Coverage will automatically expire on the earliest of the following dates:

- a. The date you report the **"newly acquired premises"** to us;
- b. The number of days shown on the Declarations from the date the location becomes a **"newly acquired premises"**; or
- c. The date this policy expires or is cancelled.

We will charge you additional premium for values reported from the date the location becomes a **"newly acquired premises"**.

The most we will pay under this Additional Coverage at any one **"newly acquired premises"** is the Limit of Insurance shown on the Declarations for Newly Acquired Premises--Business Income.

10. Reported Unscheduled Premises

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to property at a **"reported unscheduled premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Reported Unscheduled Premises--Business Income.

11. Scheduled Property

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to **"scheduled property"**. The loss or damage must be directly caused by a **"covered cause of loss"** within the Coverage Territory.

The most we will pay under this Additional Coverage in any one occurrence is 25% of the applicable Limit of Insurance shown on the SCHEDULED PROPERTY COVERAGE FORM.

12. Transit

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to property in transit, other than while in transit to or from any fair or exhibition. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Marine Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Transit--Business Income.

13. Unreported Premises

We will pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to your property, or property of your landlord, at an **"unreported premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"unreported premises"** is the Limit of Insurance shown on the Declarations for Unreported Premises--Business Income.

C. EXCLUSIONS

1. Real or Personal Property

The exclusions in paragraphs 6., 7., 8., and 9. below and the excluded causes of loss in the REAL AND PERSONAL PROPERTY COVERAGE FORM, except Off-Premises Service Interruption, apply to loss of **"business income"** caused by or resulting from loss of or damage to any property other than:

- a. **"Fine arts"**;
- b. **"Original information property"**;
- c. **"Outdoor trees, shrubs, plants, or lawns"**;
- d. **"Green roofing systems"**;
- e. **"Personal property"** in transit; or
- f. **"Scheduled property"**.

2. Fine Arts

The exclusions in paragraphs 6., 7., 8., and 9. below and the excluded causes of loss in the FINE ARTS COVERAGE FORM apply to loss of **"business income"** caused by or resulting from loss of or damage to **"fine arts"**.

3. Original Information Property

The exclusions in paragraphs 6., 7., 8., and 9. below and the excluded causes of loss in the ORIGINAL INFORMATION PROPERTY COVERAGE FORM apply to loss of **"business income"** caused by or resulting from loss of or damage to **"original information property"**.

4. Personal Property in Transit

The exclusions in paragraphs 6., 7., 8., and 9. below and the excluded causes of loss in the TRANSIT COVERAGE FORM apply to loss of **"business income"** caused by or resulting from loss of or damage to **"personal property"** in transit.

5. Scheduled Property

The exclusions in paragraphs 6., 7., 8., and 9. below and the excluded causes of loss in the SCHEDULED PROPERTY COVERAGE FORM apply to loss of **"business income"** caused by or resulting from loss of or damage to **"scheduled property"**.

6. Finished Stock

We will not pay for loss of **"business income"** caused by or resulting from:

- a. Loss of or damage to **"finished stock"**; or
- b. The time required to replace **"finished stock"**.

7. Off-Premises Service Interruption

We will not pay for loss of **"business income"** caused by or resulting from any **"off-premises service interruption"**. Such loss is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

8. Suspension, Lapse, or Cancellation

We will not pay for any loss of **"business income"** caused by or resulting from a suspension, lapse, or cancellation of any license, lease, or contract, unless the suspension, lapse, or cancellation is directly caused by the **"suspension"** of your **"operations"**. If the suspension, lapse, or cancellation of any license, lease, or contract is directly caused by the **"suspension"** of your **"operations"**, we will not pay for that portion of any loss from such suspension, lapse, or cancellation which occurs after the **"extended period of indemnity"**.

9. Space and Space Related Risks

We will not pay for any loss of **"business income"** caused by or resulting from loss of or damage to:

- a. Spacecraft, satellites, associated launch vehicles and any major components, including any property contained therein; or
- b. Launch facilities for spacecraft or satellites.

D. LIMITATIONS

1. Idle Periods

We will not pay for loss of **"business income"** during any period in which business would not or could not have been conducted for any reason other than:

- a. Direct physical loss of or damage to property as described in Section A., Coverage, above;
- b. A civil authority prohibiting access to the **"premises"** or **"reported unscheduled premises"** as described in the Civil Authority Additional Coverage above; or
- c. A physical obstruction affecting ingress or egress to the **"premises"** or **"reported unscheduled premises"** as described in the Ingress/Egress Additional Coverage above.

2. Strikers or Others Causing Delay

We will not pay for any loss of **"business income"** caused by or resulting from delay in rebuilding, repairing, or replacing property, or resuming **"operations"**, due to the interference at the location of the rebuilding, repair, or replacement by strikers or other persons.

3. Outdoor Trees, Shrubs, Plants, or Lawns

We will not pay for loss of **"business income"** caused by or resulting from loss of or damage to **"outdoor trees, shrubs, plants, or lawns"** unless the loss or damage is directly caused by fire, lightning, explosion, riot or civil commotion, or aircraft.

4. Green Roofing Systems

We will not pay for loss of **"business income"** caused by or resulting from loss of or damage to **"green roofing systems"** unless the loss or damage is directly caused by a **"covered cause of loss"** other than loss or damage caused by or resulting from:

- a. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals;
- b. Disease;
- c. Changes in or extremes of temperature;
- d. Dampness or dryness of atmosphere or of soil supporting the vegetation; or
- e. Rain, snow, hail, ice, or sleet.

E. DEDUCTIBLE

We will not pay for any loss of **"business income"** in any one occurrence until the amount of loss exceeds the applicable Deductibles or is incurred after the applicable Waiting Periods shown on the Declarations. We will then pay the amount of actual **"business income"** loss sustained in excess of the Deductibles or incurred after the Waiting Periods, up to the applicable Limits of Insurance.

If a Waiting Period is shown on the Declarations, the Waiting Period begins immediately following the direct physical loss of or damage to property, directly caused by a **"covered cause of loss"**.

F. LOSS DETERMINATION

1. Sources of Information

The amount of actual **"business income"** loss sustained will be based on relevant sources of information, including, but not limited to:

- a. Your financial records, tax returns, and accounting procedures;
- b. Bills, invoices, and other vouchers; and
- c. Deeds, liens, and contracts.

2. Net Income

The amount of **"net income"** will be determined based on:

- a. The **"net income"** of the business before the direct physical loss or damage occurred; and
- b. The likely **"net income"** of the business if no direct physical loss or damage had occurred.

3. Continuing Expenses

The amount of **"continuing expenses"** will be determined based on those expenses which are necessary to resume your **"operations"** with the same quality of service that existed just before the direct physical loss or damage and which are incurred during the **"period of restoration"** or **"extended period of indemnity"**.

4. Resumption of Operations

We will reduce the amount of the **"business income"** loss payment:

- a. To the extent you could resume your **"operations"**, in whole or in part, by using damaged or undamaged property, including **"stock"**; or
- b. To the extent you could resume your **"operations"**, in whole or in part, by using any other location.

5. Finished Stock and Merchandise

Lost or damaged **"finished stock"** or **"merchandise"** that is valued at regular cash selling price will be considered to have been sold to your customers and will be credited against the lost sales.

G. OPTIONAL COVERAGES

If shown on the Declarations, the following Optional Coverages apply separately to each item:

1. Maximum Period of Indemnity

The most we will pay for loss of **"business income"** is the lesser of:

- a. The amount of loss incurred during the 120 days immediately following the beginning of the **"period of restoration"**; or
- b. The Limit of Insurance shown on the Declarations.

The Additional Condition--Coinsurance endorsement does not apply to this Optional Coverage.

The Extended Period of Indemnity Additional Coverage does not apply.

2. Monthly Limit of Indemnity

The most we will pay for loss of **"business income"** in each period of 30 consecutive days after the beginning of the **"period of restoration"** is:

- a. The Limit of Insurance, multiplied by
- b. The fraction shown on the Declarations for this Optional Coverage.

The Additional Condition--Coinsurance endorsement does not apply to this Optional Coverage.

The Extended Period of Indemnity Additional Coverage does not apply.

Example:

If:

- a. The Limit of Insurance is \$120,000.

b. The fraction shown on the Declarations for this Optional Coverage is 1/4.

The most we will pay for loss in each period of 30 consecutive days is \$30,000.

If, in this example, the actual amount of the loss is:

Days 1-30	\$40,000
Days 31-60	20,000
Days 61-90	<u>30,000</u>
	\$90,000

We will pay:

Days 1-30	\$30,000
Days 31-60	20,000
Days 61-90	<u>30,000</u>
	\$80,000

The remaining \$10,000 of loss is not covered.



Extra Expense Coverage Form

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Extra Expense Coverage Form

A. COVERAGE

We will pay for the actual and necessary **"extra expense"** you incur due to direct physical loss of or damage to property at a **"premises"** at which a Limit of Insurance is shown for Extra Expense on the Declarations. The loss or damage must be directly caused by a **"covered cause of loss"**. We will not pay more than the applicable Limit of Insurance shown on the Declarations for Extra Expense at that **"premises"**.

B. ADDITIONAL COVERAGES

1. Civil Authority

We will pay for the actual and necessary **"extra expense"** you incur for up to the number of days shown on the Declarations for Civil Authority when an order of civil authority prohibits access to the **"premises"** or **"reported unscheduled premises"**. That order must result from a civil authority's response to direct physical loss of or damage to property located within one mile from the **"premises"** or **"reported unscheduled premises"** where the **"extra expense"** was incurred. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Extra Expense at the **"premises"** or **"reported unscheduled premises"** where access was prohibited.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance.

2. Ingress/Egress

We will pay for the actual and necessary **"extra expense"** you incur for up to the number of days shown on the Declarations for Ingress/Egress, when ingress or egress by your suppliers, customers, or employees to the **"premises"** or **"reported unscheduled premises"** is physically obstructed due to direct physical loss or damage. The actual and necessary **"extra expense"** you incur must be caused by direct physical loss of or damage to property not owned, occupied, leased, or rented by you, or insured under this Commercial Property Coverage Part. That property must be located within one mile from the **"premises"** or **"reported unscheduled premises"** where the **"extra expense"** was incurred. The obstruction cannot be the result of an order of civil authority that prohibits access to that **"premises"** or **"reported unscheduled premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under the Additional Coverage is the Limit of Insurance shown on the Declarations for Extra Expense at the **"premises"** or **"reported unscheduled premises"** where ingress or egress was obstructed.

The Limit for this Additional Coverage is included in, and not in addition to, the applicable Limit of Insurance.

3. Newly Acquired Premises

We will pay for the actual and necessary **"extra expense"** you incur due to direct physical loss of or damage to your property at a **"newly acquired premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

This Additional Coverage will automatically expire on the earliest of the following dates:

- a. The date you report the **"newly acquired premises"** to us;
- b. The number of days shown on the Declarations from the date the location becomes a **"newly acquired premises"**; or
- c. The date this policy expires or is cancelled.

We will charge you additional premium for values reported from the date the location becomes a **"newly acquired premises"**.

The most we will pay under this Additional Coverage at any one **"newly acquired premises"** is the Limit of Insurance shown on the Declarations for Newly Acquired Premises--Extra Expense.

4. Reported Unscheduled Premises

We will pay for the actual and necessary **"extra expense"** you incur due to direct physical loss of or damage to property at a **"reported unscheduled premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Reported Unscheduled Premises--Extra Expense.

5. Unreported Premises

We will pay for the actual and necessary **"extra expense"** you incur due to direct physical loss of or damage to your property at an **"unreported premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage at any one **"unreported premises"** is the Limit of Insurance shown on the Declarations for Unreported Premises--Extra Expense.

C. EXCLUSIONS

1. Real or Personal Property

The exclusions in paragraphs 4., 5., and 6. below and the excluded causes of loss in the REAL AND PERSONAL PROPERTY COVERAGE FORM, except Off Premises Service Interruption, apply to **"extra expense"** incurred, caused by or resulting from loss of or damage to any property other than:

- a. **"Fine arts"**;
- b. **"Original information property"**;
- c. **"Outdoor trees, shrubs, plants, or lawns"**; or
- d. **"Green roofing systems"**.

2. Fine Arts

The exclusions in paragraphs 4., 5., and 6. below and the excluded causes of loss in the FINE ARTS COVERAGE FORM apply to **"extra expense"** incurred, caused by or resulting from loss of or damage to **"fine arts"**.

3. Original Information Property

The exclusions in paragraphs 4., 5., and 6. below and the excluded causes of loss in the ORIGINAL INFORMATION PROPERTY COVERAGE FORM apply to **"extra expense"** incurred, caused by or resulting from loss of or damage to **"original information property"**.

4. Off-Premises Service Interruption

We will not pay for **"extra expense"** incurred, caused by or resulting from any **"off-premises service interruption"**. Such loss is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.

5. Suspension, Lapse, or Cancellation

We will not pay for **"extra expense"** incurred, caused by or resulting from a suspension, lapse, or cancellation of any license, lease, or contract, unless the suspension, lapse, or cancellation is directly caused by the **"suspension"** of your **"operations"**. If the suspension, lapse, or cancellation of any license, lease, or contract is directly caused by the **"suspension"** of your **"operations"**, we will not pay for that portion of any **"extra expense"** incurred from such suspension, lapse, or cancellation which occurs after the **"period of restoration"**.

6. Space and Space Related Risks

We will not pay for **"extra expense"** incurred, caused by or resulting from loss or damage to:

- a. Spacecraft, satellites, associated launch vehicles and any major components, including any property contained therein; or
- b. Launch facilities for spacecraft or satellites.

D. LIMITATIONS

1. Idle Periods

We will not pay for **"extra expense"** incurred during any period in which business would not or could not have been conducted for any reason other than:

- a. Direct physical loss of or damage to property as described in Section A., Coverage, above;
- b. A civil authority prohibiting access to the **"premises"** or **"reported unscheduled premises"** as described in the Civil Authority Additional Coverage above; or
- c. A physical obstruction affecting ingress or egress to the **"premises"** or **"reported unscheduled premises"** as described in the Ingress/Egress Additional Coverage above.

2. Strikers or Others Causing Delay

We will not pay for any increase in **"extra expense"** incurred, caused by delay in rebuilding, repairing, or replacing property or resuming **"operations"**, due to the interference at the location of the rebuilding, repair, or replacement by strikers or other persons.

3. Outdoor Trees, Shrubs, Plants, or Lawns

We will not pay for **"extra expense"** incurred, caused by or resulting from loss of or damage to **"outdoor trees, shrubs, plants, or lawns"** unless the loss or damage is directly caused by fire, lightning, explosion, riot or civil commotion, or aircraft.

4. Green Roofing Systems

We will not pay for **"extra expense"** incurred, caused by or resulting from loss of or damage to **"green roofing systems"** unless the loss or damage is directly caused by a **"covered cause of loss"** other than loss or damage caused by or resulting from:

- a. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals;
- b. Disease;
- c. Changes in or extremes of temperature;
- d. Dampness or dryness of atmosphere or of soil supporting the vegetation; or
- e. Rain, snow, hail, ice, or sleet.

E. DEDUCTIBLE

We will not pay for any **"extra expense"** incurred in any one occurrence until the amount of **"extra expense"** incurred exceeds the applicable Deductibles shown on the Declarations. We will then pay the actual and necessary **"extra expense"** incurred in excess of the Deductibles up to the applicable Limits of Insurance.

F. LOSS DETERMINATION

1. Sources of Information

The amount of actual and necessary **"extra expense"** incurred will be based on relevant sources of information, including, but not limited to:

- a. Your financial records, tax returns, and accounting procedures;
- b. Bills, invoices, and other vouchers; and
- c. Deeds, liens, and contracts.

2. Extra Expense

The amount of actual and necessary **"extra expense"** incurred will be determined based on:

- a. All **"extra expense"** that exceeds the normal operating expenses that would have been incurred by your **"operations"** during the **"period of restoration"** if no direct physical loss or damage had occurred; and
- b. All expenses that reduce the **"extra expense"** that otherwise would have been incurred.

We will deduct from the total **"extra expense"** incurred the salvage value of any property bought for temporary use during the **"period of restoration"**, once **"operations"** are resumed.

3. Resumption of Operations

We will reduce the amount of **"extra expense"** paid to the extent you can return **"operations"** to normal and discontinue such **"extra expense"**.



Named Storm--Direct Damage and Time Element Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

**ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
ADDITIONAL COVERAGES FORM
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
COMMERCIAL PROPERTY DEFINITIONS
CONTRACTOR'S EQUIPMENT COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
INSTALLATION PROPERTY COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM**

- A. The Named Storm--Direct Damage and Time Element Deductible only applies to loss or damage that, but for the application of the Deductible, would be paid by us under this Commercial Property Coverage Part.

All loss or damage arising out of the same **"named storm"** will constitute a single occurrence. For purposes of this insurance, a **"named storm"** begins at the time a Watch or Warning is issued by the U.S. National Oceanic and Atmospheric Administration, the U.S. National Weather Service, the Central Pacific Hurricane Center, the National Hurricane Center, or any comparable worldwide equivalent for the area in which the affected **"premises"** is located, and ends 72 hours after the termination of the last Watch or Warning issued for that area.

- B. With respect to any **"premises"** at which a Named Storm--Direct Damage and Time Element Deductible is shown on the Declarations, the following is added to the Deductible section in the following forms:

**ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
ADDITIONAL COVERAGES FORM
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
CONTRACTOR'S EQUIPMENT COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
INSTALLATION PROPERTY COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM**

With respect to all loss or damage caused directly or indirectly by a **"named storm"**, regardless of whether any other cause or event, including a **"mistake"**, **"malfunction"**, or another weather condition, contributes concurrently or in any sequence to the loss, the following applies:

We will not pay for loss, damage, cost, or expense at any one **"premises"** in any one occurrence until the amount of covered loss, damage, cost, or expense exceeds the Named Storm--Direct Damage and Time Element Deductible shown on the Declarations for that **"premises"**. We will then pay for the amount of covered loss, damage, cost, or expense in excess of the Deductible, up to the applicable Limits of Insurance.

If more than one **"premises"** suffers loss or damage in one occurrence, the applicable Deductibles shown on the Declarations will apply separately and individually to the covered loss, damage, cost, or expense for each **"premises"**.

The Named Storm Deductibles apply to all covered loss, damage, cost, or expense covered by **"time element coverage"** when the loss, damage, cost, or expense is caused directly or indirectly by a **"named storm"** even if no other deductible applies to the **"time element coverage"**.

C. The following is added to the COMMERCIAL PROPERTY DEFINITIONS:

"Named storm" means any storm or weather disturbance that is named by the U.S. National Oceanic and Atmospheric Administration, the U.S. National Weather Service, the Central Pacific Hurricane Center, the National Hurricane Center, or any comparable worldwide equivalent. **"Named storm"** does not mean **"flood"** even if **"flood"** is caused directly or indirectly by wind, including storm surge.



Dependent Premises Business Income Coverage--Unscheduled Locations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
(EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
COMMERCIAL PROPERTY DEFINITIONS
EXTRA EXPENSE COVERAGE FORM

A. COVERAGE

The following is added to Section A., Coverage, in the BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE) and Section A., Coverages, in the BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY:

We will also pay for the actual loss of **"business income"** you sustain due to the necessary **"suspension"** of your **"operations"** during the **"period of restoration"**. The **"suspension"** must be caused by direct physical loss of or damage to property, including property in the open (or in a vehicle), at a **"dependent premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay in any one occurrence is the Limit of Insurance shown on the Declarations for Dependent Premises Business Income--Unscheduled Locations.

B. ADDITIONAL COVERAGES

With respect to a **"suspension"** of your **"operations"** caused by direct physical loss of or damage to property, including property in the open (or in a vehicle), at a **"dependent premises"**, the Civil Authority and Contractual Penalties Additional Coverages in the BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE) and the BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY are replaced by the following:

Civil Authority

We will pay for the actual loss of **"business income"** you sustain for up to 30 days resulting from the necessary **"suspension"**, or delay in the start, of your **"operations"** if the **"suspension"** or delay is caused by order of civil authority that prohibits access to a **"dependent premises"**. That order must result from a civil authority's response to direct physical loss of or damage to property located within one mile from the **"dependent premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Dependent Premises Business Income--Unscheduled Locations.

The Limit for this Additional Coverage is included in, and not in addition to, that Limit of Insurance.

Contractual Penalties

We will pay contractual penalties you are legally liable to pay under the provisions of a written contract due to late or non-completion of orders. Those penalties must be the result of direct physical loss of or damage to property at a **"dependent premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance shown on the Declarations for Contractual Penalties.

C. OPTIONAL COVERAGE

If a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations, the following Optional Coverage is added to Section A., Coverage, in the EXTRA EXPENSE COVERAGE FORM:

We will pay for the actual and necessary **"extra expense"** you incur due to direct physical loss of or damage to property, including property in the open (or in a vehicle), at a **"dependent premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**. The most we will pay in any one occurrence is the Limit of Insurance shown on the Declarations for Dependent Premises Business Income--Unscheduled Locations. This Limit is included in, and not in addition to, any other applicable Limit of Insurance.

If a Blanket Business Income and Extra Expense Limit of Insurance applies, the Civil Authority Additional Coverage in the EXTRA EXPENSE COVERAGE FORM applies to the actual and necessary **"extra expense"** you incur for up to 30 days after an order of civil authority prohibits access to that **"dependent premises"**. That order must result from a civil authority's response to direct physical loss of or damage to property located within one mile from the **"dependent premises"**. The loss or damage must be directly caused by a **"covered cause of loss"**. The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Dependent Premises Business Income--Unscheduled Locations. The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limit of Insurance.

D. LOSS DETERMINATION

With respect to a **"suspension"** of **"operations"** caused by direct physical loss of or damage to a **"dependent premises"**, the Resumption of Operations Loss Determination in the BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE) and the BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY is replaced by the following:

Resumption of Operations

We will reduce the amount of **"business income"** loss payment to the extent you could resume your **"operations"**, in whole or in part, by using:

- a. Sources of materials or services; or
- b. Outlets for your products or services,

available to you.

E. DEFINITIONS

With respect to a **"suspension"** of **"operations"** caused by direct physical loss of or damage to property at a **"dependent premises"**, the **"period of restoration"** definition in the COMMERCIAL PROPERTY DEFINITIONS is replaced by the following:

"Period of restoration" means the period of time that:

- a. Begins when the direct physical loss of or damage to property at a **"dependent premises"** occurs; and
- b. Ends on the date when the property at that **"dependent premises"** should be repaired, rebuilt, or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **"pollutants"** or **"microorganisms"**.

The expiration of this policy will not cut short the **"period of restoration"**.

- F. Coverage provided by this endorsement does not apply at any location at which **"business income"** coverage is provided by any other Coverage Form included in this Commercial Property Coverage Part.



Earth Movement Coverage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
(EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
COMMERCIAL PROPERTY DEFINITIONS
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM

A. COVERAGE

The Earth Movement exclusion does not apply to loss or damage at a **"premises"** at which a Limit of Insurance is shown on the Declarations for Earth Movement. However, we will not pay for loss or damage caused directly or indirectly by any **"earth movement"** that begins before the inception of this Commercial Property Coverage Part.

All earthquake shocks that occur within any single 168-hour period will constitute a single occurrence. The expiration of this policy will not reduce the 168-hour period.

If the Earth Movement and Flood Coverage--Specified Property endorsement is included in this Commercial Property Coverage Part, this endorsement does not apply to property covered by that endorsement.

B. ADDITIONAL EXCLUDED CAUSES OF LOSS

1. Mine Subsidence

We will not pay for loss or damage caused directly or indirectly by **"mine subsidence"**. Such loss or damage is excluded regardless of any other cause or event, including **"mistake"**, **"malfunction"**, or weather condition, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered. But if **"mine subsidence"** results in fire, explosion, or theft, we will pay for that portion of the loss or damage solely caused by that fire, explosion, or theft.

2. Off-Premises Damage

We will not pay for loss or damage caused directly or indirectly by **"earth movement"** at any of the following locations:

- a. **"Cloud facility"**;
- b. **"Dependent premises"**;
- c. Fairs or exhibitions;

- d. "Newly acquired premises";
- e. "Reported unscheduled premises";
- f. "Unreported premises"; or
- g. Any location used to provide power or other utility service to "premises".

C. LIMITS OF INSURANCE

1. Premises Limits

The most we will pay in any one occurrence for loss or damage caused directly or indirectly by "earth movement" at any one "premises" is the Limit of Insurance shown on the Declarations for Earth Movement for that "premises".

2. Occurrence Limits

- a. The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by "earth movement" at all "Schedule A Premises" is the Occurrence Limit of Insurance shown on the Declarations for Earth Movement (Schedule A), regardless of the number of "Schedule A Premises" involved.
- b. The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by "earth movement" at all "Schedule B Premises" is the Occurrence Limit of Insurance shown on the Declarations for Earth Movement (Schedule B), regardless of the number of "Schedule B Premises" involved.
- c. The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by "earth movement" at all "Schedule C Premises" is the Occurrence Limit of Insurance shown on the Declarations for Earth Movement (Schedule C), regardless of the number of "Schedule C Premises" involved.

3. Annual Aggregate Limits

- a. The most we will pay for all loss or damage caused directly or indirectly by "earth movement" in any one policy year, regardless of the number of occurrences or "Schedule A Premises" involved, is the annual Aggregate Limit of Insurance shown on the Declarations for Earth Movement (Schedule A).
- b. The most we will pay for all loss or damage caused directly or indirectly by "earth movement" in any one policy year, regardless of the number of occurrences or "Schedule B Premises" involved, is the annual Aggregate Limit of Insurance shown on the Declarations for Earth Movement (Schedule B).
- c. The most we will pay for all loss or damage caused directly or indirectly by "earth movement" in any one policy year, regardless of the number of occurrences or "Schedule C Premises" involved, is the annual Aggregate Limit of Insurance shown on the Declarations for Earth Movement (Schedule C).

These Limits are included in, and not in addition to, any other applicable Limits of Insurance.

D. DEDUCTIBLE

- 1. The Earth Movement Deductible only applies to loss or damage that, but for the application of the Deductible, would be paid by us under this Commercial Property Coverage Part.
- 2. With respect the coverage provided by this endorsement, the Deductible section is replaced by the following:

We will not pay for loss, damage, cost, or expense at any one "premises" in any one occurrence until the amount of covered loss, damage, cost, or expense exceeds the Earth Movement Deductible shown on the Declarations

for that **"premises"**. We will then pay for the amount of covered loss, damage, cost, or expense in excess of the Deductible, up to the applicable Limits of Insurance.

If more than one **"premises"** suffers loss or damage in one occurrence, the applicable Deductibles shown on the Declarations will apply separately and individually to covered loss, damage, cost, or expense at each **"premises"**.

The Earth Movement Deductibles apply to all covered loss, damage, cost, or expense covered by **"time element coverage"** when the loss, damage, cost, or expense is caused directly or indirectly by covered **"earth movement"** even if no other deductible applies to the **"time element coverage"**.

E. COINSURANCE

The Additional Condition--Coinsurance endorsement does not apply to coverage provided by this endorsement.

F. ADDITIONAL DEFINITIONS

With respect to coverage provided by this endorsement, the following are added to the COMMERCIAL PROPERTY DEFINITIONS:

"Mine subsidence" means subsidence of a man-made mine, whether or not mining activity has ceased.

"Schedule A Premises" means **"premises"** at which the term Schedule A is shown under the Summary of Premises section on the Declarations.

"Schedule B Premises" means **"premises"** at which the term Schedule B is shown under the Summary of Premises section on the Declarations.

"Schedule C Premises" means **"premises"** at which the term Schedule C is shown under the Summary of Premises section on the Declarations.



ZURICH

Enabling Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

**COMMERCIAL PROPERTY CONDITIONS
REAL AND PERSONAL PROPERTY COVERAGE FORM**

The provisions of any forms or endorsements that make reference to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM or the CAUSES OF LOSS SPECIAL FORM are applicable to the COMMERCIAL PROPERTY CONDITIONS and the REAL AND PERSONAL PROPERTY COVERAGE FORM.



Flood Coverage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
(EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
COMMERCIAL PROPERTY DEFINITIONS
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM

A. COVERAGE

The Flood exclusion does not apply to loss or damage at a **"premises"** at which a Limit of Insurance is shown on the Declarations for Flood. However, we will not pay for loss or damage caused directly or indirectly by **"flood"** that begins before the inception of this Commercial Property Coverage Part.

If the Earth Movement and Flood Coverage--Specified Property endorsement is included in this Commercial Property Coverage Part, this endorsement does not apply to property covered by that endorsement.

B. ADDITIONAL EXCLUDED CAUSES OF LOSS

Off-Premises Damage

We will not pay for loss or damage that is caused directly or indirectly by **"flood"** at any of the following locations:

1. **"Cloud facility";**
2. **"Dependent premises";**
3. Fairs or exhibitions;
4. **"Newly acquired premises";**
5. **"Reported unscheduled premises";**
6. **"Unreported premises";** or
7. Any location used to provide power or other utility service to **"premises"**.

C. LIMITS OF INSURANCE

1. Premises Limits

The most we will pay in any one occurrence for loss or damage caused directly or indirectly by **"flood"** at any one **"premises"** is the Limit of Insurance shown on the Declarations for Flood for that **"premises"**.

2. Occurrence Limits

- a. The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by **"flood"**, at all **"Schedule I Premises"** is the Occurrence Limit of Insurance shown on the Declarations for Flood (Schedule I), regardless of the number of **"Schedule I Premises"** involved.
- b. The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by **"flood"**, at all **"Schedule II Premises"** is the Occurrence Limit of Insurance shown on the Declarations for Flood (Schedule II), regardless of the number of **"Schedule II Premises"** involved.
- c. The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by **"flood"**, at all **"Schedule III Premises"** is the Occurrence Limit of Insurance shown on the Declarations for Flood (Schedule III), regardless of the number of **"Schedule III Premises"** involved.

The most we will pay in any one occurrence for all loss or damage caused directly or indirectly by **"flood"** for all **"Schedule I Premises"**, **"Schedule II Premises"** and **"Schedule III Premises"**, is the largest of the applicable **"Schedule I Premises"**, **"Schedule II Premises"** or **"Schedule III Premises"** Occurrence Limit of Insurance shown on the Declarations.

3. Annual Aggregate Limits

- a. The most we will pay for all loss or damage caused directly or indirectly by **"flood"** in any one policy year, regardless of the number of occurrences or **"Schedule I Premises"** involved, is the annual Aggregate Limit of Insurance shown on the Declarations for Flood (Schedule I).
- b. The most we will pay for all loss or damage caused directly or indirectly by **"flood"** in any one policy year, regardless of the number of occurrences or **"Schedule II Premises"** involved, is the annual Aggregate Limit of Insurance shown on the Declarations for Flood (Schedule II).
- c. The most we will pay for all loss or damage caused directly or indirectly by **"flood"** in any one policy year, regardless of the number of occurrences or **"Schedule III Premises"** involved, is the annual Aggregate Limit of Insurance shown on the Declarations for Flood (Schedule III).

The most we will pay for all loss or damage caused directly or indirectly by **"flood"** in any one policy year, regardless of the number of occurrences, **"Schedule I Premises"**, **"Schedule II Premises"** or **"Schedule III Premises"** involved, is the largest of the applicable **"Schedule I Premises"**, **"Schedule II Premises"** or **"Schedule III Premises"** annual Aggregate Limit of Insurance shown on the Declarations.

These Limits are included in, and not in addition to, any other applicable Limits of Insurance.

D. DEDUCTIBLE

1. The Flood Deductible only applies to loss or damage that, but for the application of the Deductible, would be paid by us under this Commercial Property Coverage Part.
2. With respect to loss or damage caused directly or indirectly by **"flood"**, the Deductible section is replaced by the following:

We will not pay for loss, damage, cost, or expense at any one **"premises"** in any one occurrence until the amount of covered loss, damage, cost, or expense exceeds the Flood Deductible shown on the Declarations for that **"premises"**. We will then pay for the amount of covered loss, damage, cost, or expense in excess of the Deductible, up to the applicable Limits of Insurance.

If more than one **"premises"** suffers loss or damage in one occurrence, the applicable Deductibles shown on the Declarations will apply separately and individually to covered loss, damage, cost, or expense at each **"premises"**.

The Flood Deductibles apply to all covered loss, damage, cost, or expense covered by **"time element coverage"** when the loss, damage, cost, or expense is caused directly or indirectly by covered **"flood"** even if no other deductible applies to the **"time element coverage"**.

E. COINSURANCE

The Additional Condition--Coinsurance endorsement does not apply to coverage provided by this endorsement.

F. ADDITIONAL DEFINITIONS

With respect to the coverage provided by this endorsement, the following are added to the COMMERCIAL PROPERTY DEFINITIONS:

"Schedule I Premises" means **"premises"** at which the term Schedule I is shown under the Summary of Premises section on the Declarations.

"Schedule II Premises" means **"premises"** at which the term Schedule II is shown under the Summary of Premises section on the Declarations.

"Schedule III Premises" means **"premises"** at which the term Schedule III is shown under the Summary of Premises section on the Declarations.



Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
(EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
COMMERCIAL PROPERTY DEFINITIONS
EXTRA EXPENSE COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM

SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
12	X		X		X
10	X		X		X
8	X		X		X

A. COVERAGE

1. Blanket Business Income and Extra Expense

For those "**premises**" and "**reported unscheduled premises**" at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

- a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of "**business income**" you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an "**off-premises service interruption**". The interruption must result from direct physical loss or damage directly caused by a "**covered cause of loss**" to property:

1. Located away from the "**premises**" or "**reported unscheduled premises**"; and
2. Used to provide the services checked by an "X" in the Schedule above to the "**premises**" or "**reported unscheduled premises**".



Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
(EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
COMMERCIAL PROPERTY DEFINITIONS
EXTRA EXPENSE COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM

SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
4	X		X		X
2	X		X		X
5	X		X		X

A. COVERAGE

1. Blanket Business Income and Extra Expense

For those "**premises**" and "**reported unscheduled premises**" at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

- a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of "**business income**" you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an "**off-premises service interruption**". The interruption must result from direct physical loss or damage directly caused by a "**covered cause of loss**" to property:

1. Located away from the "**premises**" or "**reported unscheduled premises**"; and
2. Used to provide the services checked by an "X" in the Schedule above to the "**premises**" or "**reported unscheduled premises**".



Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
(EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
COMMERCIAL PROPERTY DEFINITIONS
EXTRA EXPENSE COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM

SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
11	X		X		X
3	X		X		X
14	X		X		X

A. COVERAGE

1. Blanket Business Income and Extra Expense

For those "**premises**" and "**reported unscheduled premises**" at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

- a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of "**business income**" you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an "**off-premises service interruption**". The interruption must result from direct physical loss or damage directly caused by a "**covered cause of loss**" to property;

1. Located away from the "**premises**" or "**reported unscheduled premises**"; and
2. Used to provide the services checked by an "X" in the Schedule above to the "**premises**" or "**reported unscheduled premises**".



Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
(EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
COMMERCIAL PROPERTY DEFINITIONS
EXTRA EXPENSE COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM

SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
7	X		X		X
6	X		X		X
9	X		X		X

A. COVERAGE

1. Blanket Business Income and Extra Expense

For those "**premises**" and "**reported unscheduled premises**" at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

- a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of "**business income**" you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an "**off-premises service interruption**". The interruption must result from direct physical loss or damage directly caused by a "**covered cause of loss**" to property:

1. Located away from the "**premises**" or "**reported unscheduled premises**"; and
2. Used to provide the services checked by an "X" in the Schedule above to the "**premises**" or "**reported unscheduled premises**".



Off-Premises Service Interruption--Time Element

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES
(EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
COMMERCIAL PROPERTY DEFINITIONS
EXTRA EXPENSE COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM

SCHEDULE

Premises #	Water/ Sewer	POWER		COMMUNICATION	
		With Overhead T&D Property	Without Overhead T&D Property	With Overhead T&D Property	Without Overhead T&D Property
13	X		X		X
1	X		X		X

A. COVERAGE

1. Blanket Business Income and Extra Expense

For those "**premises**" and "**reported unscheduled premises**" at which a Blanket Business Income and Extra Expense Limit of Insurance is shown on the Declarations:

- a. The following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of "**business income**" you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an "**off-premises service interruption**". The interruption must result from direct physical loss or damage directly caused by a "**covered cause of loss**" to property:

1. Located away from the "**premises**" or "**reported unscheduled premises**"; and
2. Used to provide the services checked by an "X" in the Schedule above to the "**premises**" or "**reported unscheduled premises**".

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Business Income and Extra Expense.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

- a. The following Additional Coverage is added to the EXTRA EXPENSE COVERAGE FORM:

We will pay for the actual and necessary **"extra expense"** you incur, provided such **"extra expense"** was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

1. Located away from the **"premises"** or **"reported unscheduled premises"**; and
2. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Business Income and Extra Expense.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

2. Business Income

For those **"premises"** and **"reported unscheduled premises"** at which a Business Income Limit of Insurance is shown on the Declarations, the following Additional Coverage is added to the following forms:

BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY

We will pay for the actual loss of **"business income"** you sustain, as determined by the applicable Coverage Form, provided such loss was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage at any one **"premises"** or **"reported unscheduled premises"** is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Business Income.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

3. Extra Expense

For those **"premises"** and **"reported unscheduled premises"** at which an Extra Expense Limit of Insurance is shown on the Declarations, the following Additional Coverage is added to the EXTRA EXPENSE COVERAGE FORM:

We will pay for the actual and necessary **"extra expense"** you incur, provided such **"extra expense"** was caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"** or **"reported unscheduled premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"** or **"reported unscheduled premises"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Extra Expense.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

4. Research and Development Continuing Expenses

For those **"premises"** at which a Research and Development Continuing Expenses Limit of Insurance is shown on the Declarations, the following Additional Coverage is added to the BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY:

We will pay for the actual and necessary **"research and development continuing expenses"** you incur, provided such **"research and development continuing expenses"** were caused by an **"off-premises service interruption"**. The interruption must result from direct physical loss or damage directly caused by a **"covered cause of loss"** to property:

- a. Located away from the **"premises"**; and
- b. Used to provide the services checked by an "X" in the Schedule above to the **"premises"**.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Declarations for Off-Premises Service Interruption--Research and Development Continuing Expenses.

The Limit for this Additional Coverage is included in, and not in addition to, any other applicable Limits of Insurance.

B. With respect to loss or expense covered by this endorsement, the terms used in the Schedule above mean:

1. Communication

Communication includes video, voice, and data, but does not include **"information technology services"**.

2. Power

Power includes all sources of power, including steam and natural gas.

3. Reported Unscheduled Premises (RUP)

The Premises Symbol--RUP means all **"reported unscheduled premises"**.

4. T&D Property

The terms With Overhead T&D Property and Without Overhead T&D Property have the following meanings:

- a. With Overhead T&D Property means the property providing the applicable service includes **"overhead transmission and distribution property"** and **"transmission and distribution property"**.
- b. Without Overhead T&D Property means the property providing the applicable service includes **"transmission and distribution property"** but does not include **"overhead transmission and distribution property"**.

C. ADDITIONAL COVERAGES

1. The Civil Authority and Contractual Penalties Additional Coverages contained in the BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE) apply to loss of "**business income**" covered by this endorsement. However, these Additional Coverages will not increase the applicable Off-Premises Service Interruption Limits of Insurance.
2. The Civil Authority, Contractual Penalties, and Delayed Net Income Additional Coverages contained in the BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY apply to loss of "**business income**" and "**research and development continuing expenses**" covered by this endorsement. However, these Additional Coverages will not increase the applicable Off-Premises Service Interruption Limits of Insurance.
3. The Civil Authority Additional Coverage contained in the EXTRA EXPENSE COVERAGE FORM is extended to apply to "**extra expense**" covered by this endorsement. However, this Additional Coverage will not increase the applicable Off-Premises Service Interruption Limits of Insurance.

D. ADDITIONAL DEFINITIONS

1. The following definitions are added to the COMMERCIAL PROPERTY DEFINITIONS:

"Overhead transmission and distribution property" means property located away from "**premises**" and "**reported unscheduled premises**" and used to provide power or communications services to "**premises**" and "**reported unscheduled premises**", which consists of:

- a. Overhead wires, cables, lines, conductors, including related equipment used with such property; and
- b. Poles, towers, similar structures, and any property mounted on them, including antennae, transmitters, and transformers.

"Overhead transmission and distribution property" does not mean satellites or any other orbiting equipment.

"Transmission and distribution property" means property located away from "**premises**" and "**reported unscheduled premises**" and used to provide power or communications services to "**premises**" and "**reported unscheduled premises**", which consists of ground-level or underground wires, cables, lines, conductors, including related ground level or underground equipment used with such property.

"Transmission and distribution property" does not mean "**overhead transmission and distribution property**".

2. With respect to coverage under this endorsement, the definition of "**off-premises service interruption**" in the COMMERCIAL PROPERTY DEFINITIONS form is deleted and replaced by the following:

"Off-premises service interruption" means the interruption of power or other utility services supplied to a covered location if the interruption takes place away from the covered location.

- E. The Additional Condition--Coinsurance endorsement does not apply to coverage provided by this endorsement.

F. DEDUCTIBLE

We will not pay for any loss of "**business income**", "**extra expense**", or "**research and development continuing expenses**" incurred in any one occurrence until the amount of loss or expense incurred exceeds the applicable Deductibles or is incurred after the applicable Waiting Periods shown on the Declarations for Off-Premises Service Interruption--Time Element. We will then pay the amount of actual "**business income**" loss sustained or actual and necessary "**extra expense**" or "**research and development continuing expenses**" incurred in excess of the Deductibles or incurred after the Waiting Periods, up to the applicable Limits of Insurance.

If a Waiting Period is shown on the Declarations, the Waiting Period begins immediately following the direct physical loss of or damage to property directly caused by a **"covered cause of loss"**.

With the exception of any applicable Named Storm Deductibles, any other deductible otherwise applicable to **"business income"**, **"extra expense"**, or **"research and development continuing expenses"** does not apply to coverage provided by this endorsement.

G. EXCLUDED CAUSES OF LOSS

With respect to coverage under this endorsement, the **Electronic Vandalism** exclusion in Section B. of the REAL AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced by the following:

Electronic Vandalism

We will not pay for loss or damage caused directly or indirectly by **"electronic vandalism"**. Such loss or damage is excluded regardless of any other cause or event, including a **"mistake"**, **"malfunction"**, or physical damage to property, that contributes concurrently or in any sequence to the loss, even if such other cause or event would otherwise be covered.



Unintentional Errors or Omissions Coverage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**ADDITIONAL COVERAGES FORM
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)**

The following is added to Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM and Section B., Additional Coverages, in the BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE):

Unintentional Errors or Omissions

1. We will pay for direct physical loss of or damage to Covered Property and the actual loss of **"business income"** you sustain which is not payable under this policy as a result of:
 - a. Your unintentional error or omission in the description or location of such Covered Property; or
 - b. Failure to include a **"premises"** you own, lease, rent, or control as of the effective date shown on the Declarations due to your unintentional error or omission.

We will pay such loss or damage only to the extent such loss or damage would have been covered under the terms and conditions of this Commercial Property Coverage Part if the unintentional error or omission had not been made.
2. This Additional Coverage applies only if:
 - a. You report and correct such unintentional error or omission when discovered; and
 - b. You pay any additional premium that may be due.
3. This Additional Coverage does not apply if:
 - a. You collect or are entitled to collect any portion of the loss or damage under this or any other policy; or
 - b. The loss or damage is caused directly or indirectly by **"earth movement"** or **"flood"**.
4. The most we will pay under this Additional Coverage for direct physical loss of or damage to Covered Property and the actual loss of **"business income"** you sustain in any one occurrence is the Limit of Insurance shown on the Declarations for Unintentional Errors or Omissions.



Loss Payable Provisions

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

COMMERCIAL PROPERTY CONDITIONS

If loss or damage occurs to Covered Property in which both you and a Loss Payee shown on the Declarations have an insurable interest, the applicable paragraph below will be added to the Loss Payment Condition.

If the Loss Payee is described as Loss Payable, paragraph 1. below applies. If the Loss Payee is described as Lender's Loss Payable, paragraph 2. below applies. A Lender's Loss Payable is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by a written instrument, including a warehouse receipt, a contract for deed, bill of lading, financing statement, mortgage, deed of trust, or security agreement. If the Loss Payee is described as Contract of Sale, paragraph 3. below applies. A Contract of Sale is a person or organization that you have entered into a contract with for the sale of Covered Property. If the Loss Payee is described as Building Owner, paragraph 4. below applies. A Building Owner is the owner of the building in which you are a tenant.

1. LOSS PAYABLE

For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

- a. Adjust losses with you; and
- b. Pay any claim for covered loss or damage jointly to you and the Loss Payee, as interests may appear.

2. LENDER'S LOSS PAYABLE

- a. For Covered Property in which both you and the Loss Payee have an insurable interest:
 - 1) We will adjust losses with you and pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
 - 2) The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
 - 3) If we deny your claim because of your acts or because you failed to comply with the terms of this Commercial Property Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - a) Pays any premium due under this Commercial Property Coverage Part at our request if you have failed to do so;
 - b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - c) Has notified us of any change in ownership, occupancy, or substantial change in risk known to the Loss Payee.

All of the terms of this Commercial Property Coverage Part will then apply directly to the Loss Payee.

- 4) If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Commercial Property Coverage Part:

- a) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- b) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the principal of the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- b. If we cancel this policy, we will give written notice to the Loss Payee at least:

- 1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- 2) 30 days before the effective date of cancellation if we cancel for any other reason.

- c. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

3. CONTRACT OF SALE

- a. For Covered Property in which both you and the Loss Payee have an insurable interest we will:

- 1) Adjust losses with you; and
- 2) Pay any claim for covered loss or damage jointly to you and the Loss Payee, as interests may appear.

- b. The following is added to the Other Insurance Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

4. BUILDING OWNER

- a. We will adjust losses to the building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- b. We will adjust losses to "**improvements and betterments**" with you, unless the lease provides otherwise.



Florida Changes

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

The following provisions only apply with respect to **"premises"**, **"scheduled property"** and **"reported unscheduled premises"** in the state of Florida:

A. The following provision applies when the Additional Condition--Coinsurance endorsement is applicable:

Florida Law states as follows:

Coinsurance contract: The rate charged in this Commercial Property Coverage Part is based upon the use of the coinsurance clause attached to this Commercial Property Coverage Part, with the consent of the insured.

B. If wind is a **"covered cause of loss"** and loss or damage to Covered Property is caused by or resulting from wind, the following is added to Section B., Excluded Causes of Loss, in the REAL AND PERSONAL PROPERTY COVERAGE FORM and applies in:

1. Broward County;
2. Dade County;
3. Martin County;
4. Monroe County;
5. Palm Beach County; and
6. All the areas east of the west bank of the Intra-Coastal Waterway in the Counties of:
 - a. Indian River; and
 - b. St. Lucie.

Wind Exterior

We will not pay for loss or damage caused by or resulting from wind to paint or waterproofing material applied to the exterior of buildings unless the building to which such loss or damage occurs also sustains other loss or damage by wind in the course of the same wind event. But such coverage applies only if wind is a **"covered cause of loss"**.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

1. The amount of the Wind and Hail Deductible;
2. The amount of Named Storm Deductible; or
3. The value of Covered Property when applying the coinsurance percentage.

C. Paragraph 6. in the Loss Payment Condition in the COMMERCIAL PROPERTY CONDITIONS is replaced by the following:

6. If you have complied with all of the terms of this Commercial Property Coverage Part, we will pay for covered loss or damage upon the earliest of the following:
 - a. Within 20 days after we receive the sworn proof of loss and reach written agreement with you;
 - b. Within 30 days after we receive the sworn proof of loss; and
 - 1) There is an entry of a final judgment; or

- 2) There is a filing of an appraisal award with us; or
- c. Within 90 days of receiving notice of claim, unless we deny the claim during that time or factors beyond our control reasonably prevent such payment. If a portion of the claim is denied, then the 90 day time period for payment of claim relates to the portion of the claims that is not denied.

This paragraph c. applies only to the following:

- 1) A claim under the Commercial Property Coverage Part covering residential property;
- 2) A claim for "**real property**", "**personal property**" or "**scheduled property**" coverage if the insured structure is 10,000 square feet or less and the Commercial Property Coverage Part covers only "**premises**", "**reported unscheduled premises**" or "**scheduled property**" in Florida; or
- 3) A claim for "**personal property**" or "**scheduled property**" coverage under a tenant's policy if the rented "**premises**" or "**reported unscheduled premises**" are 10,000 square feet or less and the Commercial Property Coverage Part covers only "**premises**", "**reported unscheduled premises**" or "**scheduled property**" in Florida.

- D. The following are added to the COMMERCIAL PROPERTY DEFINITIONS with respect to coverage provided by this endorsement:

"Catastrophic ground cover collapse" means geological activity that results in all of the following:

- a. The abrupt collapse of the ground cover;
- b. A depression in the ground cover clearly visible to the naked eye;
- c. "**Structural damage**" to the building, including the foundation; and
- d. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

"Catastrophic ground cover collapse" does not mean:

- a. Damage consisting of the mere settling or cracking of a foundation, structure, or building;
- b. "**Sinkhole collapse**"; or
- c. "**Earth movement**".

"Structural damage" means a covered building, regardless of the date of its construction, has experienced the following:

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members becomes unfit for service or represent a safety hazard as defined within the Florida Building Code;
- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or primary structural systems exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings or similar structure, purpose, or "**premises**";
- c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical primary structural members to such extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- d. Damage that results in the building, or any portion of the building containing primary structural members or primary structural systems, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
- e. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.

- E. The definition of "**earth movement**" in the COMMERCIAL PROPERTY DEFINITIONS is replaced by the following with respect to coverage provided by this endorsement:

"Earth movement" means earthquake or other seismic activity, rising or shifting of earth (including frost heaves), or subsidence other than **"sinkhole collapse"** and **"catastrophic ground cover collapse"**.

"Earth movement" does not mean landslide, avalanche, or volcanic eruption, explosion or effusion, or tsunami.

F. The following is added to the definition of **"specified causes of loss"**:

"Catastrophic ground cover collapse".

G. Section F., Transfer Of Your Rights And Duties Under This Policy, of the COMMON POLICY CONDITIONS is replaced by the following:

Your rights and duties under this policy may not be transferred without our written consent except:

1. In the case of death of an individual named insured, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.
2. The Named Insureds may assign or transfer their post-loss benefits under this Policy through an assignment agreement to a person providing services to protect, repair, restore, or replace property or to mitigate against further damage to the property, provided such assignment agreement complies with Florida law. Any rights to post-loss benefits assigned do not alter this Policy or relieve you or us of any obligations or duties under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A. The Concealment, Misrepresentation Or Fraud Commercial Property Condition** is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

1. No misrepresentation and no breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part affects our obligations unless, if a misrepresentation, the person knew or should have known that the representation was false, and unless:
 - a. We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
 - b. The facts misrepresented or falsely warranted contribute to the loss.
2. No failure of a condition before a loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach exists at the time of loss and either:
 - a. Increases the risk at the time of loss; or
 - b. Contributes to the loss.

B. Legal Action Against Us

1. The **Legal Action Against Us Commercial Property Condition** is replaced by the following:

LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless the action is brought within 2 years after the date on which the direct physical loss or damage occurred.

2. Paragraph (1) of Additional Condition **F.4.e. Legal Action Against Us** in the Mortgageholders Errors And Omissions Coverage Form is replaced by the following:

No one may bring a legal action against us under Coverages **A** and **B** unless the action is brought within 2 years after you discover the error or accidental omission.

3. The following are deleted:

- a. The Legal Action Against Us Loss Condition in the Legal Liability Coverage Form; and
- b. Paragraph (2) of Additional Condition **F.4.e. Legal Action Against Us** in the Mortgageholders Errors And Omissions Coverage Form.

- C. The following exclusion and related provisions are added to Paragraph **B.2. Exclusions** in the Causes Of Loss Forms and to any Coverage Form or policy to which a Causes Of Loss Form is not attached:**

1. We will not pay for loss or damage arising out of any act committed:
 - a. By or at the direction of any insured; and
 - b. With the intent to cause a loss.
2. However, this exclusion will not apply to deny coverage to an insured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Coverage Part and:
 - a. The loss arose out of an act or pattern of abuse or domestic abuse; and
 - b. The perpetrator of the loss is criminally prosecuted for the act or acts causing the loss.
3. If we pay a claim pursuant to Paragraph **C.2.**, our payment to the innocent insured is limited to that insured's ownership interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

D. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Commercial Property Condition:**

If we pay an insured for a loss described in Paragraph **C.2.**, the rights of the insured to recover damages from the perpetrator are transferred to us to the extent of our payment. Following the loss, the insured may not waive such rights to recover against the perpetrator.

We will be entitled to a recovery only after you have been fully compensated for damages.

E. The following are added:

1. Knowledge And Acts Of Agents

- a. If any of our agents knows any fact that breaches a condition of this policy, we will be considered to know it also if that fact:

- (1) Is known to the agent at the time the policy is issued or an application made; or
- (2) Later becomes known to the agent in the course of his or her dealings as an agent with you.

- b. Any fact that breaches a condition of this policy and is known to the agent before the loss will not:

- (1) Void this policy; or
- (2) Prevent a recovery in the event of loss.

2. The **Ordinance Or Law Exclusion in the Basic, Broad and Special – Causes Of Loss Forms, or in any endorsement, does not apply to dwelling properties occupied as a residence by you.**

3. Conformity To Statute Or Rule

Any provision of this Coverage Part (including endorsements which modify the Coverage Part) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. s. 227.11(2) and published in the Wisconsin Administrative Code.

F. The following is added to the **Loss Payment Loss Condition in the Commercial Property Coverage Part:**

If a municipality, which is a first class city, has elected to apply the provisions of Wis. Stat. Ann. Secs. 632.10 through 632.104, a part of our payment for fire or explosion loss or damage to your covered real property in that municipality will be withheld if the loss or damage is subject to the aforementioned provisions.

1. The withheld amount will be paid in accordance with the law, to the following:

- a. The municipality where the covered property is located;
- b. You and any other interest named in the Declarations; or
- c. The mortgageholder, if any.

However, we will not pay more than the amount of loss payable under this policy.

2. Within 10 days after withholding the required amount, we will give written notice of the withholding to the following:

- a. The building inspection official of the municipality where the covered property is located;
- b. You;
- c. Any mortgageholder and any other lienholder who has an existing lien against the property and is named in the Declarations; and
- d. The court in which judgment was entered if the final settlement was determined by judgment.

3. We will not be liable in any cause of action, nor may any liability be imposed on us, arising from the payment, withholding or transferring of all or any portion of a final settlement in accordance with Wis. Stat. Ann. Secs. 632.10 through 632.104.

G. The following is added to the **Valuation Loss Condition**:

1. When this Coverage Part insures real property in Wisconsin which is owned and occupied by you primarily as a dwelling, and the property is wholly destroyed, we will pay the limit of insurance that applies to such property, subject to the exceptions and conditions in Paragraphs **G.2.** and **G.3.** below.
2. Builders Risk policies of insurance covering property in the process of being constructed shall be valued and settled according to the actual value of that portion of the construction completed at the time of the loss. The Limit of Insurance on a Builders Risk policy represents the value of the building when it is completed.

3. The Valued Policy Provision, Paragraph **G.1.** above, does not apply to any claim for loss to any building which is insured under a blanket form or endorsement with one Limit of Insurance applicable to two or more buildings. When a building, owned and occupied by you primarily as a dwelling, is wholly destroyed, the loss will be settled at the value stated in the most recent Statement of Values on file with us.

Policy Number

CPP 4613168-08

Endorsement No. 001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CHANGE ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured RJ SCHINNER CO., INC.

Effective Date of change: 03-15-21
12:01 A.M., Standard Time

Agent Name ALTERNATIVE RISK RESOURCES, LLC

Agent No. 92757-000

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION -- Coverage parts affected by this change as indicated by ☒ below.

- ☐ Commercial Property
- ☐ Commercial General Liability
- ☐ Commercial Crime
- ☐ Commercial Inland Marine
- ☐
- ☐

The following item(s):

- | | |
|--|---|
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Add/Delete Vehicle | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Additional Interest | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Underlying Exposure/Insurance |
| <input type="checkbox"/> Covered Property/Location Description | |

is (are) changed to read **[See Additional Page(s)]**

SEE NEXT PAGE

The above amendments result in a change in the premiums as follows:

This premium does not include taxes and surcharges.

<input checked="" type="checkbox"/> No changes	<input type="checkbox"/> To be Adjusted at Audit	Additional	Return
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Tax and Surcharge Changes

Additional	Return
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U-GU-614-B CW (10/16)

Policy Number
CPP 4613168-08

Endorsement No. 001

COMMON POLICY CHANGE ENDORSEMENT
ZURICH AMERICAN INSURANCE COMPANY

Named Insured RJ SCHINNER CO., INC.

Effective Date of Change: 03-15-21
12:01 A.M., Standard Time

Agent Name ALTERNATIVE RISK RESOURCES, LLC

Agent No. 92757-000

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

PREMISES #14 AT 2120 SPILLMAN DR, STE 101, BETHLEHEM, PA IS DELETED FROM THE POLICY WITH A TIV OF \$4,230,000 PER THE REVISED STATEMENT OF VALUES ON FILE WITH THE COMPANY.

REAL PROPERTY - \$-0-
PERSONAL PROPERTY - \$3,930,000
BI/EE - \$300,000

PREMISES #20 AT 3863 COURTNEY ST, BETHLEHEM, PA 18017 IS ADDED TO THE POLICY WITH A TIV OF \$4,230,000 PER THE REVISED STATEMENT OF VALUES ON FILE WITH THE COMPANY.

REAL PROPERTY - \$-0-
PERSONAL PROPERTY - \$3,930,000
BI/EE - \$300,000
\$5,000 POLICY DEDUCTIBLE APPLIES
FLOOD - \$10,000,000 SUBLIMIT AND \$100,000 DEDUCTIBLE
EARTH MOVEMENT - \$10,000,000 SUBLIMIT AND \$50,000 DEDUCTIBLE

THE BLANKET LIMITS HAVE NOT BEEN CHANGED.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

REMOVAL PERMIT

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

U-GU-614-B CW (10/16)

Policy Number

CPP 4613168-08

Endorsement No. 002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CHANGE ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured RJ SCHINNER CO., INC.

Effective Date of change: 05-05-21

12:01 A.M., Standard Time

Agent Name ALTERNATIVE RISK RESOURCES, LLC

Agent No. 92757-000

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION -- Coverage parts affected by this change as indicated by ☒ below.

- ☐ Commercial Property
- ☐ Commercial General Liability
- ☐ Commercial Crime
- ☐ Commercial Inland Marine
- ☒ Property Portfolio Protection
- ☒ Property Portfolio Protection

The following item(s):

- | | |
|--|---|
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Add/Delete Vehicle | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Additional Interest | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Underlying Exposure/Insurance |
| <input type="checkbox"/> Covered Property/Location Description | |

is (are) changed to read **[See Additional Page(s)]**

SEE NEXT PAGE

The above amendments result in a change in the premiums as follows:

This premium does not include taxes and surcharges.

<input type="checkbox"/> No changes	<input type="checkbox"/> To be Adjusted at Audit	Additional	Return \$	-1,579.00
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Tax and Surcharge Changes

Additional	Return
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U-GU-614-B CW (10/16)

Policy Number
CPP 4613168-08

Endorsement No. 002

COMMON POLICY CHANGE ENDORSEMENT
ZURICH AMERICAN INSURANCE COMPANY

Named Insured RJ SCHINNER CO., INC.

Effective Date of Change: 05-05-21
12:01 A.M., Standard Time

Agent Name ALTERNATIVE RISK RESOURCES, LLC

Agent No. 92757-000

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

PREMISES #7 AT 642 SPACE PART SOUTH, NASHVILLE, TN, REAL PROPERTY HAS BEEN DELETED FROM THE POLICY WITH A TIV OF \$2,040,000 PER THE REVISED STATEMENT OF VALUES ON FILE WITH THE COMPANY.

REAL PROPERTY - (\$2,040,000) (LIST LOCATION VALUE)

THE BLANKET LIMITS ARE DECREASED AS FOLLOWS:
REAL PROPERTY AND PERSONAL PROPERTY BLANKET LIMIT OF INSURANCE IS DECREASED BY \$2,040,000 TO READ \$84,396,272

THE ACCOUNT TIV IS DECREASED BY \$2,040,000 (LOCATION TOTAL) TO READ \$99,943,272

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

REMOVAL PERMIT

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

Policy Number

CPP 4613168-08

Endorsement No. 003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CHANGE ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured RJ SCHINNER CO., INC.

Effective Date of change: 07-01-21
12:01 A.M., Standard Time

Agent Name ALTERNATIVE RISK RESOURCES, LLC

Agent No. 92757-000

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION -- Coverage parts affected by this change as indicated by ☒ below.

- | | | | |
|-------------------------------------|-------------------------------|----|--------|
| <input type="checkbox"/> | Commercial Property | | |
| <input type="checkbox"/> | Commercial General Liability | | |
| <input type="checkbox"/> | Commercial Crime | | |
| <input type="checkbox"/> | Commercial Inland Marine | | |
| <input checked="" type="checkbox"/> | Property Portfolio Protection | \$ | 917.00 |
| <input type="checkbox"/> | | | |

The following item(s):

- | | |
|--|---|
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Add/Delete Vehicle | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Additional Interest | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Underlying Exposure/Insurance |
| <input type="checkbox"/> Covered Property/Location Description | |

is (are) changed to read **[See Additional Page(s)]**

SEE NEXT PAGE

The above amendments result in a change in the premiums as follows:

This premium does not include taxes and surcharges.

<input type="checkbox"/> No changes	<input type="checkbox"/> To be Adjusted at Audit	Additional \$	917.00	Return
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Tax and Surcharge Changes

Additional

Return

U-GU-614-B CW (10/16)

Policy Number
CPP 4613168-08

Endorsement No. 003

COMMON POLICY CHANGE ENDORSEMENT
ZURICH AMERICAN INSURANCE COMPANY

Named Insured RJ SCHINNER CO., INC.

Effective Date of Change: 07-01-21
12:01 A.M., Standard Time

Agent Name ALTERNATIVE RISK RESOURCES, LLC

Agent No. 92757-000

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

PREMISES #21 AT 12225 N.E. 60TH WAY, VANCOUVER WASHINGTON 98682 IS
ADDED TO THE POLICY WITH A TIV OF \$1,550,000 PER THE REVISED
STATEMENT OF VALUES ON FILE WITH THE COMPANY.

PERSONAL PROPERTY - \$1,450,000
BI/EE - \$100,000
\$5,000 POLICY DEDUCTIBLE APPLIES

THE BLANKET LIMITS ARE INCREASED AS FOLLOWS:
REAL PROPERTY AND PERSONAL PROPERTY BLANKET LIMIT OF INSURANCE IS
INCREASED BY \$1,450,000 TO READ \$85,846,272
BUSINESS INCOME AND EXTRA EXPENSE BLANKET LIMIT OF INSURANCE IS
INCREASED BY \$100,000 TO READ \$15,647,000

ZURICH SHOWS THE CURRENT ACCOUNT TIV IS 99,943,272
WITH THIS ENDORSEMENT THE ACCOUNT TIV IS INCREASED BY \$1,550,000 TO
READ \$101,493,272

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

REMOVAL PERMIT

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Cover-
age Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this
insurance to include that Covered Property at each location during the removal. Coverage at each location will
apply in the proportion that the value at each location bears to the value of all Covered Property being removed.
This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does
not apply at the previous location.